



Town Board of Trustees

Tuesday, October 12, 2021 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/83062254130>

Meeting ID: 830 6225 4130

Passcode: 518020

One tap mobile

+16699006833

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. September 28, 2021 - Regular Meeting Minutes

Attachments:

- **September 28, 2021 - Regular Meeting Minutes** (09-28-2021_-_Regular_Meeting_Minutes.pdf)

b. I-70 / State Highway 79 Off-Ramp Study

Resolution No. 887-21 - A Resolution Approving a Contract Between the Town of Bennett and Colorado Department of Transportation for the I-70/SH 79 East Bound Off-Ramp Study

Attachments:

- **I-70 / State Highway 79 Off-Ramp Study Contract** (DRAFT--OLA_24733_Bennett_331002611_SEP_27_2021.pdf)
- **Resolution No. 887-21 - A Resolution Approving a Contract Between**

the Town of Bennett and Colorado Department of Transportation for the I-70/SH 79 East Bound Off-Ramp Study (No._887-21_-_Approving_CD_OT_Off-Ramp_Study.pdf)

c. Bennett Regional Park and Open Space (BRPOS) Fishing Pond Property Acquisition

Resolution No. 890-21 - A Resolution Approving a Quitclaim Deed, Public Roadway and Access Easement and Memorandum of Understanding with Ban Re Group, LLC for the Fishing Pond Project

Attachments:

- **Staff Report Bennett Regional Park and Open Space (BRPOS) Fishing Pond Property Acquisition** (Staff_Report_Fishing_Pond.pdf)
- **Quitclaim Deed** (Quitclaim_Deed_-_Lower_Pond_Final.pdf)
- **Memorandum of Understanding** (Memorandum_of_Understanding_-_Lower_Pond_-_Final.pdf)
- **Public Access and Roadway Easement** (TEMPORARY_ACCESS_EASEMENT_FINAL.pdf)
- **Resolution No. 890-21 - A Resolution Approving a Quitclaim Deed, Public Roadway and Access Easement and Memorandum of Understanding with Ban Re Group, LLC for the Fishing Pond Project** (Resolution_No._890-21_-_Antelope_Hills_Lower_Pond.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Public Hearing

a. Building Code Appeal - 215 Kiowa Avenue, Tymanike Apartment Decks

Sara Aragon, Community Development Manager

Tom Pitchford, Chief Building Official

Attachments:

- **Public Hearing Script** (0_-_BCBOA_Hearing_Script.pdf)
- **Staff Report Building Code Appeal - 215 Kiowa Avenue, Tymanike Ap**

- artment Decks** (1_-_TownofBennett_Staff_Report_BuildingCodeAppeal_Final.pdf)
- **PowerPoint Presentation** (2_-_TownofBennett_Powerpoint_215KiowaAppealPresentation.pdf)
- **Appeal Letter** (1._Appeal_Letter.pdf)
- **Building Permit/Plans Submitted** (2._Application_and_Plans.pdf)
- **Plan Review Comments** (3._Plan_Review_Comments.pdf)
- **Email Conversations with the Owner/Applicant** (4._Email_communication.pdf)
- **Mr. Vance Letter to Community Development Manager and Response** (5._GV_Letter_to_Town_and_responses.pdf)
- **Notice to Newspaper, Owner and Tenants** (6._Notices_to_Newspaper_Owner_Tenants.pdf)
- **1604.8.3 Decks (code section in question from the IBC)** (7._IBC_1604.8.3.JPG)
- **Section 113 Board of Appeals (from the IBC)** (8._IBC_Section_113_Board_of_Appeals__2_.JPG)
- **Sec. 18.1.20 (h) and (i) of the Bennett Municipal Code regarding the Board of Appeals** (9._Section_18.1.20__h__and__i_.pdf)

7. Action/Discussion Item

a. Intergovernmental Agreement (IGA) Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services

Resolution No. 889-21 - A Resolution Approving an Intergovernmental Agreement with Adams County for the Provision of Law Enforcement Services

Trish Stiles, Town Administrator

Attachments:

- **Staff Report Intergovernmental Agreement (IGA) Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services** (Staff_Report_Adams_IGA_for_Law_Enforcement_2022.pdf)
- **Intergovernmental Agreement (IGA) Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services - Redline Version** (Bennett_IGA_2022_Unsigned_-_red-line.pdf)
- **Intergovernmental Agreement (IGA) Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services - Clean Version** (Bennett_IGA_2022_Unsigned_-_Clean.pdf)
- **Resolution No. 889-21 - A Resolution Approving an Intergovernmental Agreement with Adams County for the Provision of Law Enforcement Services** (Reso_No._889-21_Adams_County_Law_Enforc_IGA_2022.pdf)
- **Suggested Motion** (suggested_motion.pdf)

8. Public Hearing

a. Town of Bennett 2021 Comprehensive Plan

Resolution No. 888-21 - A Resolution Approving the 2021 Town of Bennett Comprehensive Plan

Trish Stiles, Town Administrator

Attachments:

- **Public Hearing Script** (0_-_Public_Hearing_Script.pdf)
- **2021 Comprehensive Plan** (2021_Comp_Plan_TownBoard_DRAFT_09_22_21.pdf)
- **Resolution No. 888-21 - A Resolution Approving the 2021 Town of Bennett Comprehensive Plan** (1_-_Resolution_No._888-21_-_Comp_Plan_2021.pdf)
- **Suggested Motion** (2_-_suggested_motion.pdf)

9. Town Administrator Report

Trish Stiles, Town Administrator

10. Trustee Comments and Committee Reports

Mayor and Trustees

11. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 10/08/2021 at 10:20 AM

TOWN OF BENNETT, COLORADO
BOARD OF TRUSTEES
Regular Meeting
September 28, 2021

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, September 28, 2021 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden
Darvin Harrell
Whitney Oakley
Denice Smith
Donna Sus
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*
Rachel Summers, *Deputy Town Administrator*
Taeler Houlberg, *Assistant to the Town Administrator*
Alison Belcher, *Assistant Communications Director*
Sara Aragon, *Community Development Manager*
Robin Price, *Public Works Director*
Ricky Martinez, *Assistant Public Works Director*
Adam Meis, *Finance and Technology Coordinator*
Steve King, *Special Projects Coordinator*
Dan Giroux, *Town Engineer*
Melinda Culley, *Town Attorney*
Gabrielle Renner, *Town Traffic Engineer*
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Abbie Foley, Denise Aten, Derrick Webb, Lindsay Lierman

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce D. Pindell.

3. APPROVAL OF AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE VITTUM SECONDED to approve the agenda as presented.
The voting was as follows:

YES: Harrell, Oakley, Pindell, Smith, Sus, Vittum

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

4. CONSENT AGENDA

TRUSTEE VITTUM MOVED, MAOR PRO TEM HARRELL SECONDED to approve the consent agenda as presented.

YES: Oakley, Pindell, Smith, Sus, Vittum, Barden, Harrell

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

A. Action: Approval of September 14, 2021 Regular Meeting Minutes

B. Action: Approval of Resolution No. 886-21

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Action/Discussion

1. Court Appointed Special Advocate (CASA) of Adams & Broomfield Counties

Trish Stiles, Town Administrator, reported to the Board of Trustees, CASA is a volunteer-based, nonprofit organization that recruits, trains and supervises community volunteers, to establish stable relationships and advocate in court for children who have experienced abuse and neglect.

In 2020, there were 5 children in the Town of Bennett involved in a Dependency & Neglect case through the court system. Due to a lack of funding, awareness, and resources, the CASA Program was only able to serve 1 of these children.

Ms. Stiles introduced Abbie Foley, Associate Development Director and Lindsay Lierman, Chief Executive Officer, of CASA, to the Board of Trustees. The CASA program needs to increase awareness, recruit more volunteers and raise more funds to serve more children. The mission of CASA of Adams & Broomfield Counties is to provide specially selected and trained community volunteers, to advocate for abused and neglected children in the pursuit of safe and permanent homes. The CASA volunteers are a voice for the child and the "eyes and ears" for the Judge.

TRUSTEE SMITH MOVED, TRUSTEE BARDEN SECONDED to AUTHORIZE THE Town Administrator to sign the Letter of Understanding between the Town of Bennett, Colorado and CASA of Adams and Broomfield Counties. The voting was as follows:

YES: Pindell, Smith, Vittum, Barden, Harrell, Oakley

NO: Sus

Mayor Royce D. Pindell declared the motion passed 6 to 1.

2. Request for Proposal (RFP) 21-007 – Transportation Master Plan Contract

Trish Stiles, Town Administrator, reported to the Trustees, The Town of Bennett recognizes that a transportation master plan (TMP) for the community is a needed planning tool and it has been identified as a short-term catalyst action in the updated draft of the 2021 Town of Bennett Comprehensive Plan. This TMP will be the first of its kind for the Town of Bennett, building on the Town's PEL study from HWY 79, the Access Control Plan (ACP) for HWY 79 and transportation priorities from the Town's Capital Asset Inventory and Master Plan (CAIMP). Goals for the TMP are to assess current and future transportation planning needs, seek public input to address opportunities for future transportation needs and produce a transportation plan in both an executive summary format and GIS format to incorporate into CAIMP.

The purpose of the project is to create a TMP that is community-supported and guides future development and redevelopment of the community's transportation network. Additionally, the TMP should attempt to find solutions to some of the existing issues within the transportation network. It will also aid in guiding the Town's policy development, delivery of services, prioritization of transportation projects, outline opportunities and generate a strategic action plan for the next ten years.

RFP 21-007 sought solicitations for consultants with expertise in multimodal transportation planning, design, land use policy and community engagement to submit a proposal that embodied innovative and industry best practices to complete the project.

The Town of Bennett received four RFP responses and proposals:

Company	Bid
Bohannon and Huston	\$99,865
JR Engineering/Norris Design	\$99,470
KLJ Engineering	\$99,573.02
Mead and Hunt	\$99,900

Town of Bennett Staff and Consultants assessed the proposals and interviewed all four firms. The objective was to select a firm based on the total amount of items able to be completed and outcomes from the interviews with the review team to ensure maximum partnership, support and fit.

The review team consisted of Trish Stiles, Town Administrator; Daymon Johnson, Director of Capital Projects; Steve Hebert, Planning and Economic Development Manager; Dan Giroux, Town Engineer and Peter Kozinski, Town Traffic Engineer.

All proposals received showed that the list of items for the TMP could be achieved within the allotted budgets. All the proposals were very similar in nature and projected outcomes and all firms were clearly capable of completing the work.

After interviewing, the review team made a decision based on past Bennett experience, local presence, CDOT experience and similar experience with other TMPs.

TRUSTEE VITTUM MOVED, TRUSTEE OAKLEY SECONDED to authorize the Town Administrator to enter into a contract with Bohannon and Huston for the completion of a transportation master plan in the amount of \$99,865. The voting was as follows:

YES: Smith, Sus, Vittum, Barden, Oakley, Pindell

NO: Harrell

Mayor Royce D. Pindell declared the motion passed 6 to 1.

3. Updates to Chapters 1 and 2 of the Bennett Municipal Code

Ordinance No. 731-21 – An Ordinance Amending Chapters 1 and 2 of the Bennett Municipal Code Regarding General Provisions and Administration and Personnel

Taeler Houlberg, Assistant to the Town Administrator, reported to the Trustees, The Bennett Municipal Code (Code) is a codification of all the ordinances for the Town of Bennett of a general and permanent nature. The Code provides an up-to-date codification that is organized, indexed and published for the use of the citizens and officers of the Town.

A full copy of the Code is published through Municipal Code Corporation (Municode) and can be found online as well as on the Town website and with the Clerk's Office.

As a part of the Clerk's Department Strategic Plan as well as direction from the Town Administrator and feedback from the Board, Town Staff will take an in depth look at the entire code during the next 18 months. Staff identified several outdated areas of the Code in need of update to align with current best practices, updates to state law and statute and modernization of the Code. To begin, Chapters 1 and 2 are the first to be reviewed, updated and brought to the Board for amendment.

Chapter 1 of the Code outlines general provisions including, but not limited to, meaning, scope, definitions, purpose, repeals, amendments, general penalty, violations, inspections and the seal of the Town of Bennett.

Chapter 2 of the Code outlines administration and personnel items including, but not limited to, elections, the Mayor and Board of Trustees, public meetings, ordinance approval and publication, Town officers and employees, public hearings, municipal court, police services, emergency protection, Town departments, fair housing, historic preservation, the Planning and Zoning Commission and the Board of Adjustment.

The recommended changes for Chapters 1 and 2 of the Code are attached as Ordinance 731-21 and were brought before the Board during Study Session on September 14, 2021.

Below is a description of the recommended changes to Chapters 1 and 2.

Chapter 1

Chapter 1 includes several cleanup items in the proposed updates. Those items include:

- Updating the name of the publishing company to Municode;

- Adding language that the Code can be found online;
- Removing unnecessary references and dates;
- Fixing grammatical issues; and
- Assigning responsibilities to specific Town officers.

Proposed changes in the definitions section of Chapter 1:

- Removal of the definitions for “sidewalk” and “street”— defined later in the Code in more relevant sections; and
- The addition of the terms “Town Administrator” and “Town Clerk” as those terms are used throughout the Code.

Other proposed updates in Chapter 1 include:

In Section 1-3-80, Staff is recommending the removal of language that requires an “examination” of the Code and updating that to an “acceptance” of the Code. The language is not legally required and the Town Attorney suggests removing it. This section will also specify that the digital copy of the Code, as it is amended and adopted, shall be accepted in courts of law, administrative tribunals and all other concerns. The digital copy of the Code is current, easy to access and efficiently updated.

In Section 1-3-100, related to copies of the Code, Staff recommends updating to include language specifying that a complete and certified copy of the Code can be found online free of charge and that physical copies of the Code may be purchased from the Town Clerk. The ability to purchase a copy of the Code is required by statute.

Chapter 2

Similar to Chapter 1, Chapter 2 has a number of recommended cleanup items including:

- Updating titles for more accuracy;
- Correcting or clarifying references;
- Fixing grammatical issues;
- Removing unnecessary or redundant language;
- Adding clarifying language;
- Outlining that meeting notices can be posted on the Town website;
- Updating expectations for copies of minutes to be a digital format; and
- Reassigning specific roles and responsibilities.

Other proposed updates in Chapter 2 include:

Section 2-3-60 recommendations associated with the order of business for Board of Trustee meetings. These changes reflect the current outline for regular meetings. The recommended changes are:

- Adding and describing the consent agenda;
- Updating the title “petitions and communications” to “public comment;”
- Removing the unfinished business item;
- Updating the title of “new business” to “regular business;” and
- Changing the order in the agenda for staff/officer reports.

- Section 2-5-70, recommends that a change be made to allow the Board of Trustees to assign Town Attorney duties to a Town Prosecutor should the need arise.
- Section 2-6-40 discusses the hearing body's right to preserve order during a hearing. Currently, language is included in this section that allows for the ejection of any disorderly or obstreperous person that is interfering with proceedings. The Town Attorney suggests that this language be removed to avoid constitutional concerns.
- Section 2-6-50 contains multiple recommended changes in regards to public hearings. First, Staff recommends that Section 2-6-50 titled "Deliberation and notice of decision" be removed in its entirety from the Code. This section currently allows the hearing body to deliberate upon issues presented at a hearing in a private, nonpublic session so long as the vote for the item is conducted in an open session and written copies of all decisions are provided to the parties involved. Upon consultation with the Town Attorney, Staff is recommending this section be removed and all deliberation be done in a public session.
- Section 2-6-80 requires that oaths be administered to all parties or witnesses during quasi-judicial hearings and Staff is recommending this language be removed. Removing this language will more accurately reflect how the Town currently conducts public hearings.
- Section 2-6-90 titled "Order of Procedure" is recommended to be deleted in its entirety. This section currently provides the procedural order by which all quasi-judicial hearings shall be conducted but is ultimately unnecessary and also restrictive. Staff and the Town Attorney recommend its removal.
- Section 2-6-120 proposes added language that allows the Planning and Zoning Commission to authorize its secretary to set a date, time and place for public hearings without necessitating action by the Planning and Zoning Commission itself.
- Article VII, the Bennett Municipal Court, Staff proposes changes including removing language that requires the Board of Trustees to appoint the Municipal Court Clerk and determine their salary, allowing sessions of Court to be canceled at the discretion of the Municipal Judge and Court Clerk and removing wording that requires the Court's Schedule of Fines and Penalties be attached as Appendix 2A to the Code. The current schedule of fines is available in the Clerk's Office and online at the Town website and no longer needs to be attached as an actual appendix to the Code.
- Article X titled "Town Departments" is recommended in its entirety to be deleted from the Code. Article X lists descriptions and responsibilities of specific Town Departments or employees including the water department, street department, Park Director, Building Inspector and Director of Environment. This section is no longer all-encompassing of the Town's departments and officers and thus no longer relevant to how the Town currently operates since its change to the council-manager form of government. The Town Attorney advised that Article X is not necessary and may be confusing. All department and staff responsibilities are outlined in the job descriptions associated with each Town officer position.

- Article XI titled "Fair Housing" is proposed to be deleted from the Code. Investigations on unfair housing practices are done at the State level through the Colorado Civil Rights Division so it is unnecessary to include these provisions at the municipal level.

Article XIII "Planning and Zoning Commission" contains several recommendations for changes including:

- Removing language that the abbreviated version of the Planning and Zoning Commission be "Planning Commission;"
- Allowing flexibility for the number of residents appointed to the Commission with five (5) becoming the minimum number instead of seven (7);
- Additional language also specifying there can be no more than seven (7) Commissioners and that a quorum shall consist of a majority of members;
- Removing the requirement that bylaws and rules of procedure for the Commission be approved by the Board of Trustees. This provision is not necessary per statute; and
- Incorporation of the Board of Adjustment (BOA) into the Commission's responsibilities. Over the past few years, the Town has experienced difficulty filling all of the vacant seats on both the Commission and the BOA. By having the Commission serve as both appointed bodies, the Town can fill vacancies more efficiently and more easily guarantee a quorum at meetings. The appointed members will act in the capacity of either the Commission or the BOA based on what has been referred for review. For example, when a variance is brought forward, the Commission will make a determination serving as the BOA; when a resolution for the recommendation of a final plat is brought forward, the Commission will make a determination serving as the Commission. The proposed language for these changes is listed in Section 2-13-100. If approved, the Commission will begin serving as the BOA on January 1, 2022, and Article XIV titled "Board of Adjustment" will be repealed in its entirety.

Section 2-2-100 of the Code outlines compensation for the Mayor and Board of Trustees. Likewise, Section 2-13-90 outlines compensation for the Planning and Zoning Commission. The current sections of the Code associated with compensation are provided below for reference.

Sec. 2-2-100. - Compensation.

- (a) Commencing with terms of office beginning after April 5, 2016, the Mayor and each member of the Board of Trustees shall be compensated in the amount of one hundred dollars (\$100.00) per month for the Mayor and fifty dollars (\$50.00) per month for each Trustee.
- (b) For terms of office beginning prior to April 5, 2016, the Mayor and each member of the Board of Trustees shall be compensated in the amount of forty-eight dollars (\$48.00) per month for the Mayor and twenty-five dollars (\$25.00) per month for each Trustee.

Sec. 2-13-90. - Compensation.

Members of the Planning and Zoning Commission shall be compensated in the amount of twenty-five dollars (\$25.00) per month.

Staff awaits direction from the Town Board on any recommended changes for these sections. If the Board chooses to update or change the compensation associated with the aforementioned

positions, a version of Ordinance 731-21 with changes to the compensation sections has also been included in the packet.

Should a change in compensation for the Board of Trustees be approved, those changes will commence with terms of office beginning after April 6, 2022 and April 3, 2024. Changes to the compensation for the Planning and Zoning Commission will begin on January 1, 2022.

TRUSTEE SUS MOVED, TRUSTEE OAKLEY SECONDED to approve Ordinance No. 731-21- An Ordinance amending Chapters 1 and 2 of the Bennett Municipal Code regarding general provisions and administration and personnel by increasing the compensation for the Trustees to \$200 per month, \$500 per month for Mayor, and \$100 per month for the Planning and Zoning Commission. The voting was as follows:

YES: Sus, Oakley, Pindell

NO: Vittum, Barden, Harrell, Smith

Mayor Royce D. Pindell declared the motion failed.

Mayor Royce D. Pindell called for a 5-minute recess at 8:43 p.m. The meeting resumed at 8:48 p.m.

TRUSTEE SMITH MOVED, TRUSTEE OAKLEY SECONDED to approve Ordinance No. 731-21- An Ordinance amending Chapters 1 and 2 of the Bennett Municipal Code regarding general provisions and administration and personnel by increasing the compensation for the Trustees to \$250 per month, \$500 per month for Mayor, and \$150 per month for the Planning and Zoning Commission. The voting was as follows:

YES: Harrell, Oakley, Pindell, Smith, Sus

NO: Vittum, Barden

Mayor Royce D. Pindell declared the motion passed 5 to 2.

4. Request for Qualification (RFQ) 21-009 – Town of Bennett Booster Station Pump

Robin Price, Public Works Director, report to the Board of Trustees, due to the condition of certain components, the inefficiency of Town owned booster stations has been identified and the Town has elected to upgrade and install pump, piping and housing for various sites. This includes, but is not limited to, the Old Town Hall Booster Station and the Converse Road Booster Station.

This project is unique because it combines three budgeted projects that include the Booster Station Upgrade, Converse Road Booster Station Upgrade and Well 3 and 7 Chlorination Disinfection System and Building Expansion. As a group, these items were sent to design engineers to provide pricing for engineered designs and consulting for completion of the projects. The costs from three different design firms exceeded the combined budget for the three projects. Due to the immense amount of system knowledge within the Town's utilities department, Staff determined that a request for qualifications (RFQ) approach was the best option for finding a contractor with the experience and knowledge to accomplish these projects while staying in the allotted budget.

An RFQ is a qualifications-based selection process. It is not a bid but a request for contractors to submit their qualifications to be considered for a project. By doing an RFQ instead of an RFP, the Town can stay within the allotted budget amount of \$390,000 for the overall project by determining the scope of work with the firm it ultimately chooses.

The Town issued RFQ 21-009 for a Construction Manager At Risk for the Town of Bennet Booster Station Pump Upgrades on August 16, 2021. Below is a summary of the responses received and the prior Town experience for each bidding entity.

The Town received the following qualified responses:

- **Dan's Custom Construction (DCC):** DCC has worked for the Town on several project including Cordella Lift Station, Converse Road Pump Station, Well 6 Pump Station and Reuse Load out Construction Water Stations.

DCC met all of the RFQ criteria for the proposed project and also met on site with Town Staff to provide recommendations on the approach they would take for the project.

- **J.R. Filanc Construction Company, Inc. (Filanc):** Filanc has worked for the Town on several projects including the Elevated Storage Tank and Well 6 Site Improvements

Filanc met all of the RFQ criteria and are currently working on The Town's Well 6 site improvements. Their average project size exceeds the scope of this project.

- **Glacier Construction Company, Inc.:** Glacier has not worked with the Town of Bennett directly but was involved in the TAYA Pilot project at the current waste water facility site.

Glacier met all of the RFQ criteria and met on site with Town Staff to provide recommendations on approach.

- **Stanek Constructors, Inc.:** The Town has not worked with Stanek and did not know the company besides the statement of qualifications the Town received.

Stanek met all of the RFQ criteria and their average project size exceeds the scope of this project.

After a thorough evaluation of all the contractors and their submitted bids, Staff believes all four companies that responded to the RFQ would be qualified to complete the Booster Station Pump Upgrades. Staff evaluated the contractors using a Statement of Qualification Score Sheet that scored the contractors for general information, experience, qualifications and overall ability to provide services.

Based on the evaluation of the four contractors, Staff believes awarding DCC the Construction Manager At Risk contract would be the best option for this project. DCC has the most system knowledge and has shown with previous projects their expertise on recommending the best value engineered approach.

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED, to authorize the Mayor and the Town of Bennett to enter into a Construction Manager At Risk contract with Dan's Custom Construction for the Booster Station Pump Upgrades with a guaranteed maximum price of \$390,000. The voting was as follows:

YES: Barden, Harrell, Oakley, Pindell, Smith, Sus, Vittum

NO: None

Mayor Royce D. Pindell declared the motion passed unanimously.

5. Board of Trustees: Organization and Committee Assignments

Royce D. Pindell, Mayor, led the discussion of the organization and committee assignments. The assignments are as follows:

Adams County Mayors/Managers Breakfast

- Mayor Royce D. Pindell
- Trish Stiles, Town Administrator

Alternate;

- Mayor Pro Tem Harrell
- Trustee Kevin Barden

Arapahoe County Mayors/Managers Breakfast;

- Mayor Royce D. Pindell
- Trish Stiles, Town Administrator

Alternate;

- Mayor Pro Tem Harrell

Regional Economic Advancement Partnership (REAP);

- Trustee Donna Sus

Alternate;

- Steve Hebert, Planning & Economic Development Manager
- Trustee Whitney Oakley

I-70 Corridor Chamber of Commerce

- Trustee Whitney Oakley

Alternate;

- Lynette White, Economic Development Coordinator

Denver Regional Council of Governments (DRCOG)

- Trustee Larry Vittum

Alternate;

- Mayor Royce D. Pindell
- Steve Hebert, Planning and Economic Development Manager

Aurora Chamber of Commerce

- Lynette White, Economic Development Coordinator

Alternate;

- Trustee Donna Sus

Colorado Municipal League (CML)

- Mayor Royce D. Pindell

Alternate;

- Trish Stiles, Town Administrator

Water Committee

- Charles Bayley
- Martin Metsker

Mosquito Committee

- Robin Price, Public Works Director

Economic Development Committee (Bennett Advisory Committee)

- Mayor Royce D. Pindell
- Trustee Whitney Oakley

Alternate;

- Steve Hebert, Planning & Economic Development Manager
- Lynette White, Economic Development Coordinator

Sales Tax Oversight Committee (Streets)

- Trustee Donna Sus
- Trustee Denice Smith

Bennett Gives Back Grant Committee

- Mayor Royce D. Pindell
- Trustee Denice Smith

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- Bennett Days Parade Winners;
 - First Place – Bennett School Parent/Teacher/Student Association (PTSA)
 - Second Place – Big Iron Ranch
 - Third Place – Home and Land Realty
- Holiday help family sponsorship and Senior wishes nomination forms will be available on the Town website.
- 1st draft of Budget will be presented to the Board during the October 12, 2021 study session.
- Stephanie Halmes, Town Account, submitted her resignation. Staff will be seeking a new Town Account. Ms. Halmes will be retained on contract until the end of 2021.
- Out of office on September 29th.
- Health and wellness staff event on September 30th.
- Staff attending ICMA the week of October 4th are Trish Stiles, Rachel Summers, Danette Ruvalcaba and Steve Hebert.
- Taking vacation from October 14th – October 23rd.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Denice Smith

Trustee Smith reported on the following;

- Inquired about the Town of Bennett fee structure.

Larry Vittum

Trustee Vittum reported on the following;

- Attended DRCOG on September 15, 2021.

Whitney Oakley

Trustee Oakley reported on the following;

- The I-70 Corridor Chamber of Commerce will be holding their annual elections in November.

8. ADJOURNMENT

TRUSTEE SUS MOVED, TRUSTEE SMITH SECONDED to adjourn the meeting. The meeting was adjourned at 9:50 p.m. Voting was as follows:

YES: Smith, Sus, Vittum, Barden, Harrell, Oakley, Pindell

NO: None

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

(Local \$CDOTWRK)
PROJECT: CC 0704-253 (24733)

REGION: 1 (DZ)

CONTRACT

THIS CONTRACT, executed this _____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and TOWN OF BENNETT, 207 Muegge Way, Bennett, Colorado, 80102, CDOT Vendor #: 0002100357 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Contract Encumbrance Amount: \$0.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. If applicable, State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of the I70/SH-79 EB Off-Ramp Study, and the Local Agency shall provide their Contribution toward the Project, in Bennett, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on September 26, 2031, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$20,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$20,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.

- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 4670 Holly St., Denver, CO 80216. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Caroline Johnson
CDOT Region 1
4670 Holly St.
Denver, Colorado 80216

If to the Local Agency:
Daymon Johnson
Town of Bennett
207 Muegge Way
Bennett, Colorado 80102

303-398-6749
Caroline.Johnson@state.co.us

303-644-3249 ext. 1005
djohnson@bennett.co.us

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. Statutory Approval §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. Software Piracy Prohibition

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. Public Contracts for Services §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or

political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. Public Contracts with Natural Persons §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p>THE LOCAL AGENCY TOWN OF BENNETT</p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By: _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>2nd The Local Agency Signature [if Needed]</p> <p>By: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	

Exhibit A

Scope of Work Project: CC 0704-253 (24733) I70/SH-79 EB Off-Ramp Study

IGA Scope of Work

The Project Scope of work includes the review services by CDOT of the conceptual designs, studies and documents at the I70 and SH-79 Interchange as it pertains to the 1601 Process. The process includes review and approval of the Traffic Study, MPO/TRP Board Approval, Design and NEPA Approval Process, and the final IGA between CDOT and the Town of Bennett.

The State estimates that this effort will not exceed \$20,000.

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RESOLUTION NO. 887-21

A RESOLUTION APPROVING A CONTRACT BETWEEN THE TOWN OF BENNETT AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE I70/SH-79 EAST BOUND OFF-RAMP STUDY

WHEREAS, a contract has been proposed between the Town of Bennett and the Colorado Department of Transportation (CDOT) pursuant to which CDOT will review conceptual designs, studies and documents related to the I-70 and SH-79 Interchange as it pertains to the 1601 Process, including review and approval of the Traffic Study, MPO/TRP Board Approval, Design and NEPA Approval Process, and the final IGA between CDOT and the Town of Bennett; and

WHEREAS, the contract requires the Town to pay for CDOT's review services in an amount not to exceed \$20,000; and

WHEREAS, the Town and CDOT are authorized to enter into this contract pursuant to State law, including 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves that certain Contract (the "Contract") between the Town of Bennett and the State of Colorado acting by and through the Colorado Department of Transportation for the I70/SH-79 EB Off-Ramp Study.

Section 2. The Town Administrator is hereby authorized to execute the Contract on behalf of the Town, except that the Town Administrator is hereby further authorized to negotiate and approve such revisions to the Contract as the Town Administrator determines are necessary or desirable for the protection of the Contract, so long as the essential terms and conditions of the Contract are not altered.

Section 3. The Town Administrator and Town staff are hereby authorized to execute all documents and do all other things necessary on behalf of the Town to effectuate funding of the project under the Contract, to provide for completion of work under the project, and to perform the obligations of the Town under the Contract, including but not limited to execution of all certifications, forms, memoranda of understanding, and other documents required in connection with the Contract and project.

Section 4. The Board of Trustees hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the Contract.

INTRODUCED, READ, AND ADOPTED THIS 12TH DAY OF OCTOBER, 2021.

TOWN OF BENNETT

ATTEST:

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

TO: Mayor and Town of Bennett Board of Trustees
FROM: Taeler Houlberg, Assistant to the Town Administrator
DATE: October 12, 2021
SUBJECT: Approval of Documents for Fishing Pond Property Acquisition

Background

In 2020, Arapahoe County Open Spaces awarded the Town of Bennett a grant to turn the Lower Pond at Bennett Regional Park and Open Space (BRPOS) into a recreational fishing pond. In addition, the project is a "Lucky Seven" priority project as identified by the Board of Trustees.

Highlights of the project include an ADA compliant trailhead and access ramp, a shaded picnic area, fishing dock and improvements to the pond's lining and water infrastructure. Upon completion of these infrastructure improvements, Staff will partner with Colorado Parks and Wildlife (CPW) to stock the pond for recreational fishing and to ensure that the fish have a viable habitat in order to thrive.

During the grant process, it came to the Town's attention that the parcel on which the pond sits belongs to BAN RE Group, LLC and was not part of the original Town open space acquisition. For this reason, Staff has been working with BAN RE Group to acquire the Lower Pond parcel and a roadway easement for access. On Sunday, October 10, the Town received final word that the necessary documentation to acquire that property was accepted by BAN RE Group and was ready for final approval by the Board of Trustees.

Below is a summation of the documentation for the acquisition of the pond parcel and roadway easement.

Pond Parcel and Roadway Easement Documents

Quitclaim Deed

The Quit Claim Deed for the pond parcel is included in this staff report and when finalized, it will give the Town full ownership of the property (see Exhibit A in the Quit Claim Deed for the legal description). The deed also guarantees that in addition to a fishing pond, the Lower Pond will continue to be used as a repository for stormwater detention and drainage, which the Town and BAN RE Group both support. In total, the Quit Claim Deed will give the Town of Bennett 3.85 acres of additional open space at BRPOS.

Furthermore, Section 16-5-510 of the Bennett Municipal Code requires land owners to dedicate certain lands for park land and public facilities, including public parks, trails, open space and public facilities during the platting and planned development process. Because BAN RE Group is granting the pond parcel to the Town of Bennett without charge, a memorandum of understanding (MOU) was also drafted to allow the pond parcel to be used as a credit against any dedication requirements in future filings of the Antelope Hills Subdivision. If approved by the Board of Trustees, the MOU would allow for the full 3.85 acres of land to be used as a credit for future public land dedication requirements.

Roadway Easement

The Public Access and Roadway Easement has been included in this staff report and when finalized, it will give the Town public access to the pond via the unpaved roadway that runs directly east of the parcel (see Exhibit A in the roadway easement for the legal description of property).

As outlined in the easement, BAN RE Group and the Town agree that the access easement is intended to provide temporary access to a Town-owned public fishing and stormwater drainage retention pond and that permanent access to the site will be provided by future platted rights-of-way and improvements.

Staff Recommendation

Staff recommends that the Board of Trustees approve Resolution 890-21, which would approve the Quitclaim Deed, Public Access and Roadway Easement and Memorandum of Understanding with BAN Re Group, LLC for the acquisition of the pond parcel and roadway easement.

Attachments

1. Quitclaim Deed
2. Memorandum of Understanding
3. Public Access and Roadway Easement
4. Draft Resolution 890-21

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2021 between BAN RE GROUP, LLC, a Colorado limited liability company, as **"Grantor,"** whose address is 640 Green Gables Way, Bennett, CO 80102 and TOWN OF BENNETT, a Colorado municipal corporation, as **"Grantee,"** whose address is 207 Muegge Way, Bennett, Colorado 80102.

WITNESSETH, that Grantor has quitclaimed, and by these presents does hereby quitclaim unto Grantee, and its successors forever, all the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN
("Property").**

TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above quitclaimed premises, with the hereditaments and appurtenances, **RESERVING** unto Grantor and its successors, the right to continue using the Property as a repository for and to contain stormwater flowing or draining from other property owned by the Grantor and its successors surrounding the Property, subject to the Grantor's technical review of drainage capacity and sufficiency during the platting and development process;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee and its heirs and assigns forever, subject to all title matters of record, taxes and assessments for the current year and all subsequent years, inclusion of the property in any special taxing district, rights of third parties not shown by the public records of which Grantee had actual knowledge, and easements, restrictions, liens, reservations, leases, covenants and other instruments of record.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

BAN RE Group, LLC

By: Bipin Patel
Its: Manager

ACKNOWLEDGMENT

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing signature of _____ was acknowledged before me this _____ day of _____, 20____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

TOWN OF BENNETT

Royce Pindell, Mayor

ATTEST

Christina Hart, Town Clerk

EXHIBIT A:



FRANE SURVEYING INC.

Physical Address: 268 Main St. Bldg B
Mail to: Box 2372, Elizabeth, CO 80107
Ph. 303-243-0037
www.franesurveying.com

POND

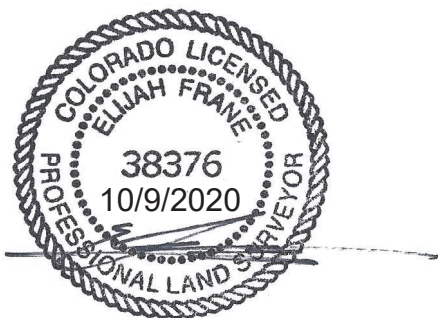
LEGAL

LEGAL DESCRIPTION:

A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH PM., COUNTY OF ARAPAHOE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13 AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13, TO BEAR N00°02'26"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N00°02'26"E ALONG SAID WEST LINE, A DISTANCE OF 397.18 FEET TO THE POINT OF BEGINNING; THENCE N46°29'57"W, A DISTANCE OF 140.50; THENCE N19°32'59"W, A DISTANCE OF 146.36 FEET; THENCE N51°56'17"E, A DISTANCE OF 105.71 FEET; THENCE N10°10'03"E, A DISTANCE OF 103.35 FEET; THENCE S81°06'34"E, A DISTANCE OF 428.90 FEET; THENCE S06°33'10"W, A DISTANCE OF 138.57 TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°53'42", A RADIUS OF 930.00 FEET, FOR AN ARC LENGTH OF 176.84 FEET TO A POINT OF TANGENT; THENCE S04°20'32"E, A DISTANCE OF 16.22 FEET; THENCE N82°28'40"W, A DISTANCE OF 240.00 FEET; THENCE S62°18'31"W, A DISTANCE OF 65.73 FEET; THENCE S84°32'54"W, A DISTANCE OF 60.47 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13 AND THE POINT OF BEGINNING, SAID PARCEL CONTAINING 3.68 ACRES MORE OR LESS, COUNTY OF ARAPAHOE, STATE OF COLORADO.

THIS LEGAL DESCRIPTION WAS PREPARED BY ELIJAH FRANE,
COLORADO PLS# 38376, FOR AND ON BEHALF OF FRANE SURVEYING COMPANY
268 MAIN STREET, P.O. BOX 2372, ELIZABETH, COLORADO 80107



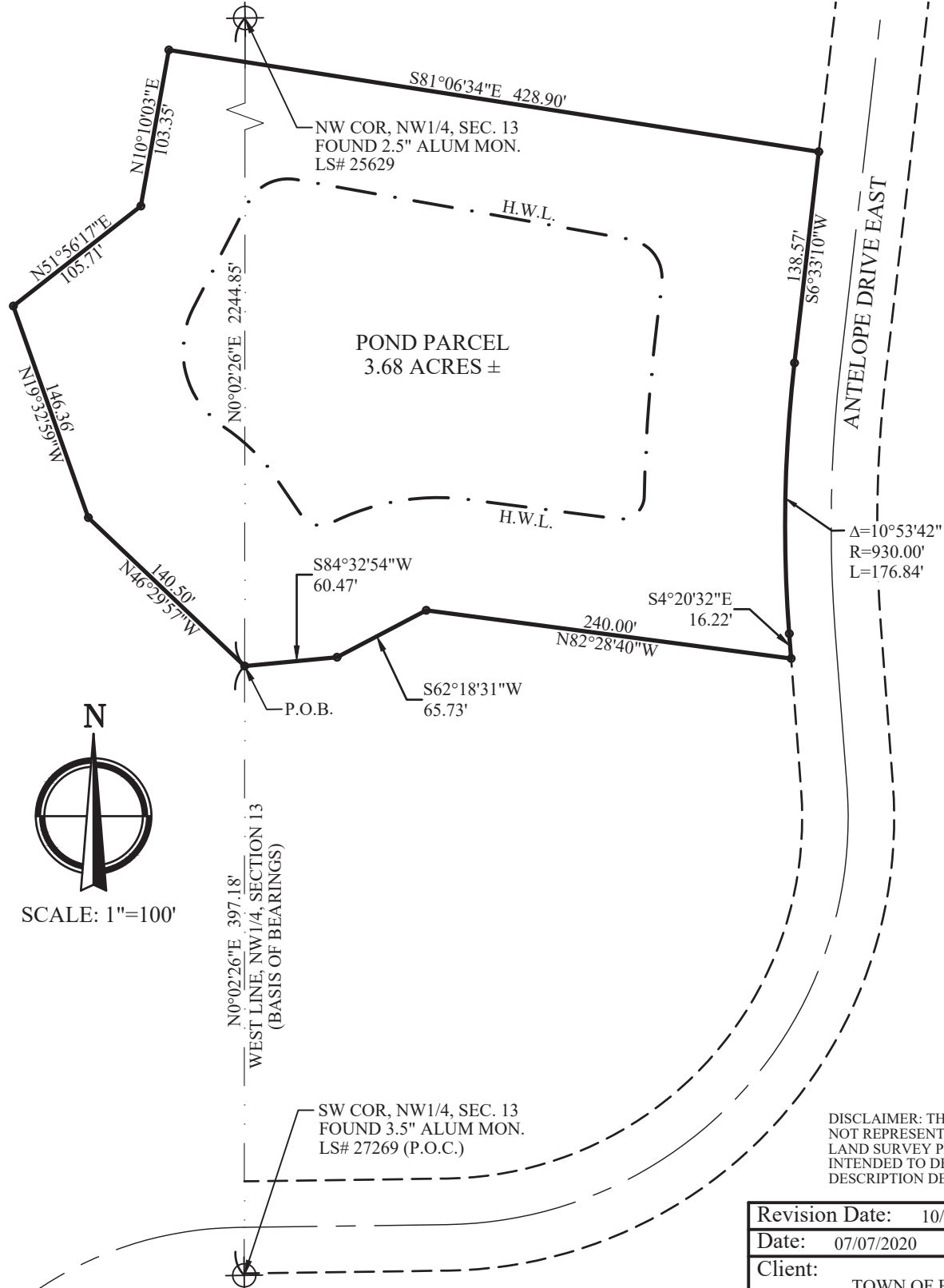
Revision Date:	10/08/2020
Date:	07/07/2020
Client:	TOWN OF BENNETT
SHEET 1 OF 2	Job# 20-123-EAS-ROAD



FRANE SURVEYING INC.

Physical Address: 268 Main St. Bldg B
Mail to: Box 2372, Elizabeth, CO 80107
Ph. 303-243-0037
www.franesurveying.com

POND EXHIBIT



DISCLAIMER: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION DESCRIBED HEREON.

Revision Date:	10/08/2020
Date:	07/07/2020
Client:	TOWN OF BENNETT
SHEET 2 OF 2	Job# 20-123-EAS-POND

**Memorandum of Understanding
Between
Town of Bennett
And
Ban Re Group, LLC**

This Memorandum of Understanding (“MOU”) is between the Town of Bennett (“Town”) and Ban Re Group, LLC (“Land Owner”) for the dedication of certain land within the Antelope Hills Subdivision.

WHEREAS, Town ordinances require the dedication of certain lands by the Land Owner for park land and public facilities, including public parks, trails, open space, public facilities or recreational purposes as outlined in section 16-5-510 of the Town of Bennett Municipal Code (the “Public Land Dedication”).

WHEREAS, the requirement for Public Land Dedication is equal to ten percent (10%) of the total land in the subdivision and must be satisfied during the platting and planned development process.

WHEREAS, the land to be dedicated shall be at a location and of a configuration and character acceptable to the Town and usable and accessible for recreational and other purposes; shall be free and clear of all liens and encumbrances; and shall include all site and public improvements at the time of conveyance.

WHEREAS, the Antelope Hills Subdivision is not fully developed and the parties anticipate that future filings will occur, which filings will be required to satisfy the Public Land Dedication requirements.

WHEREAS, the Town has requested, and Land Owner has agreed, to convey to the Town the retention pond and surrounding land shown in Exhibit A, which will be used as part of the Bennett Regional Park and Open Space subject to the Land Owner’s and its successors and assigns continued use of the Property for stormwater detention and related purposes.

WHEREAS, the Town holds the water rights to the retention pond pursuant to Case No. 06CW175 of the District Court, Water Division 1.

WHEREAS, in exchange therefor, the Town is willing to provide the Land Owner a credit against any dedication requirements in future filings in the Antelope Hills Subdivision.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and Land Owner agree as follows:

1. Within sixty (60) days of the Town's request, Land Owner agrees to convey to the Town that certain property described and depicted on Exhibit A (the "Property") retaining the right to continue using the Property for stormwater detention, draining and other related purposes. Such conveyance shall be free and clear of liens, taxes and encumbrances and shall be by Quitclaim Deed in form and substance acceptable to the Town.

2. Upon the conveyance of the Property to the Town, the Town agrees that said conveyance shall be applied to the 10% Public Land Dedication requirement in future Antelope Hills filings. The amount of the public land dedication credit for future development in the Antelope Hills subdivision shall be 3.85 acres.

3. The Land Owner further agrees to grant a temporary access road easement to the Town for the purpose of providing access to the pond site.

4. Any amendment or modification to this MOU shall be in writing and executed by all parties.

5. The undersigned represents and warrants that s/he has the authority to execute this MOU.

It is the intent of the undersigned LAND OWNER and the TOWN to be bound by this MOU dated _____.

BAN RE GROUP LLC

By: Bipin Patel
Its: Manager

TOWN OF BENNETT

Royce Pindell, Mayor

ATTEST

Christina Hart, Town Clerk

PUBLIC ACCESS AND ROADWAY EASEMENT

THIS PUBLIC ACCESS AND ROADWAY EASEMENT is made this ____ day of _____, 2021; by and between BAN RE GROUP, LLC, a Colorado limited liability company, whose address is 640 Green Gables Way, Bennett, CO 80102 (hereinafter "Grantor"), and THE TOWN OF BENNETT, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 207 Muegge Way, Bennett, Colorado 80102 (hereinafter "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten dollars (\$10.00), paid to the Grantor by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee, for the benefit of the public and for public use, a nonexclusive access easement for vehicular and other access over, under and across the real property described in Exhibit A, attached hereto and incorporated herein by this reference ("Access Easement").

TOGETHER WITH all the rights and privileges as are necessary or incidental to the reasonable and proper use of such Access Easement; and

SUBJECT TO the following terms and conditions:

1. The parties acknowledge that the roadway within the Access Easement area is currently unpaved and that a paved roadway within the Access Easement area is planned in connection with future subdivision filings for the Antelope Hills Subdivision and development of the same. Until such time, Grantor shall not be responsible for any costs and expenses associated with the improvement or maintenance of the Access Easement. Grantee may, but is not obligated to, make roadway improvements within the Access Easement area.
2. Grantor shall not place, erect or construct, or allow to be placed, erected or constructed on the Access Easement area any equipment or structure or other improvement that may unreasonably interfere with the Grantee's full use and enjoyment of the rights hereunder.
3. Grantor specifically acknowledges that Grantee's rights hereunder include without limitation the right to operate, maintain, repair and replace the roadway improvements, appurtenances and related improvements constructed within the Access Easement area, subject to Section 1 above.
4. Except as provided on any recorded or proposed subdivision plat that includes the Access Easement area, Grantor and its successors and assigns shall not grant any easements on or over the Access Easement area that may unreasonably interfere with the Grantee's full use and enjoyment of the rights hereunder. The Grantor's conveyance of any easements on or over the Access Easement to others on a non-exclusive basis, or its own use of the

Access Easement, subject to the same restrictions contained herein, shall NOT be deemed to interfere with the Grantee's full use and enjoyment of the rights hereunder.

5. This Access Easement and the rights and obligations provided for hereunder shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns.
6. The Access Easement granted herein shall be subject to all restrictions and easements of record and/or matters apparent on the ground after a reasonable inspection.
7. Grantor and Grantee hereby agree that the Access Easement is intended to provide temporary access to a Town-owned public fishing and stormwater drainage retention pond and that permanent access to the site will be provided by future platted rights-of-way. Grantee agrees to vacate this Access Easement by separate instrument upon the request of Grantor as a precondition of recording a subdivision plat or other instrument that provides public access to the pond.
8. Notwithstanding anything to the contrary herein, in the event that Grantor elects, in its reasonable discretion, to substitute other real property ("Substituted Property") it owns to be used as the Access Easement in place of the real property described in Exhibit A, and so long as the Substituted Property provides substantially similar access to a Town-owned public fishing and stormwater drainage retention pond as provided by the real property described in Exhibit A: (a) Grantee will fully cooperate with Grantor in drafting, executing and recording any instruments necessary or convenient to effect the substitution; (b) vacate the Access Easement as it pertains to the real property described in Exhibit A; and (c) take any other action deemed necessary or convenient by Grantor to effect the substitution.
9. If a permanent roadway is never constructed within the Access Easement area, this Access Easement shall be a permanent and irrevocable public access and roadway easement.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date first above written.

BAN RE GROUP LLC

By: Bipin Patel
Its: Manager

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing signature of _____ was acknowledged before me this _____
day of _____, 20____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

TOWN OF BENNETT

Royce Pindell, Mayor

ATTEST

Christina Hart, Town Clerk

EXHIBIT A:



FRANE SURVEYING INC.

Physical Address: 268 Main St. Bldg B
Mail to: Box 2372, Elizabeth, CO 80107
Ph. 303-243-0037
www.franesurveying.com

ROADWAY EASEMENT LEGAL

LEGAL DESCRIPTION:

A 60' WIDE ROADWAY EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 63 WEST OF THE 6TH PM., COUNTY OF ARAPAHOE, BEING 30.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13 AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13, TO BEAR N00°49'27"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE N00°49'27"E ALONG SAID WEST LINE, A DISTANCE OF 31.32 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E, A DISTANCE OF 132.45 TO A POINT OF CURVE;
THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 93°33'31", A RADIUS OF 265.00 FEET, FOR AN ARC LENGTH OF 432.72 FEET TO A POINT OF TANGENT;
THENCE N03°33'31"W, A DISTANCE OF 102.63 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10°53'42", A RADIUS OF 900.00 FEET, FOR AN ARC LENGTH OF 171.14 FEET TO A POINT OF TANGENT; THENCE N07°20'11"E, A DISTANCE OF 331.70 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 43°44'34", A RADIUS OF 470.00 FEET, FOR AN ARC LENGTH OF 358.82 FEET TO A POINT OF TANGENT; THENCE N36°24'23"W, A DISTANCE OF 36.33 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 88°40'11", A RADIUS OF 70.00 FEET, FOR AN ARC LENGTH OF 108.33 FEET TO A POINT OF TANGENT; THENCE S54°55'26"W, A DISTANCE OF 65.08 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°11'30", A RADIUS OF 486.00 FEET, FOR AN ARC LENGTH OF 179.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13 AND THE POINT OF TERMINUS, COUNTY OF ARAPAHOE, STATE OF COLORADO.

THIS LEGAL DESCRIPTION WAS PREPARED BY ELIJAH FRANE,
COLORADO PLS# 38376, FOR AND ON BEHALF OF FRANE SURVEYING COMPANY
268 MAIN STREET, P.O. BOX 2372, ELIZABETH, COLORADO 80107

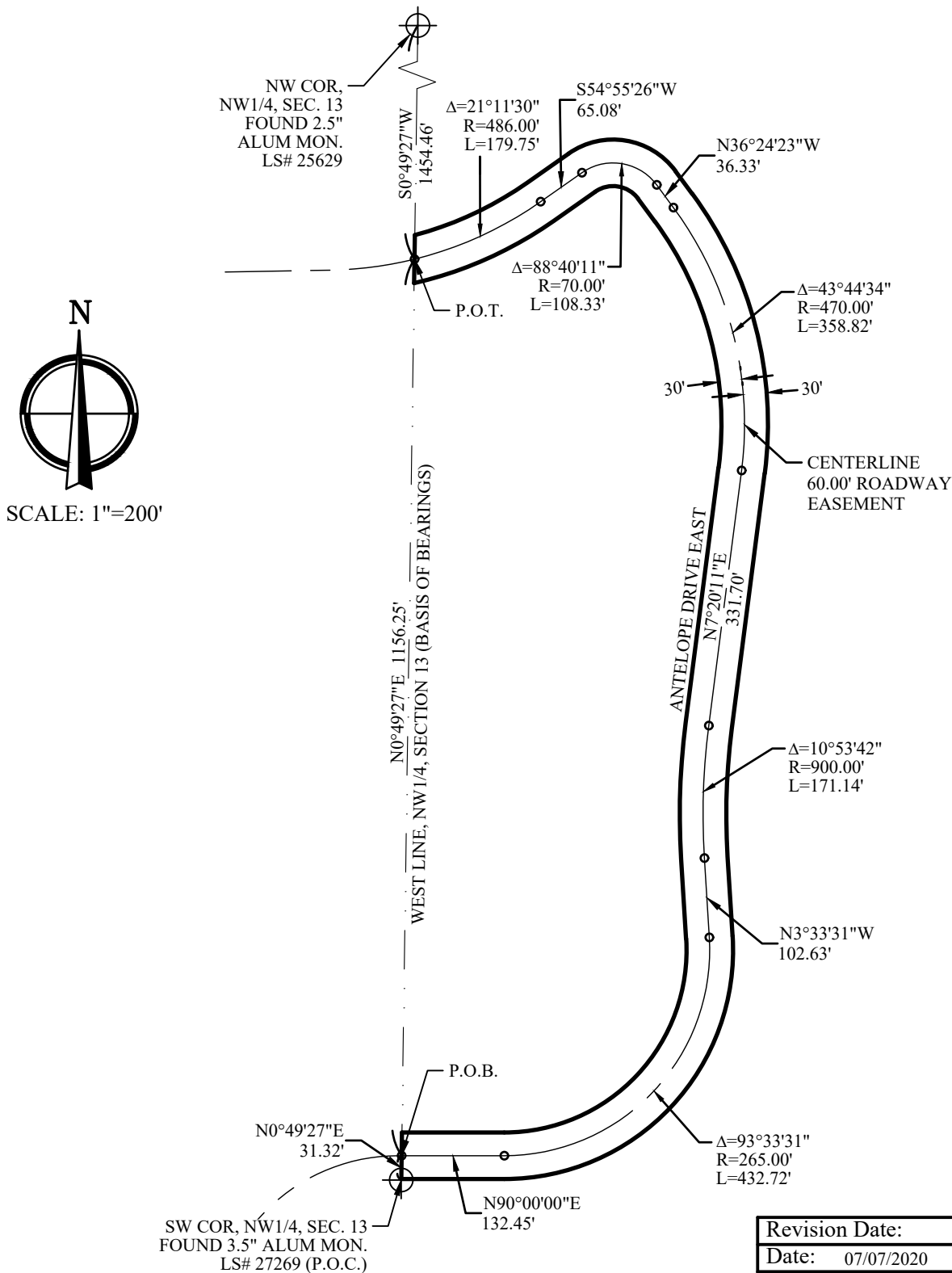
Revision Date:	
Date:	07/07/2020
Client:	TOWN OF BENNETT
SHEET 1 OF 2	Job# 20-123-EAS-ROAD



FRANE SURVEYING INC.

Physical Address: 268 Main St. Bldg B
Mail to: Box 2372, Elizabeth, CO 80107
Ph. 303-243-0037
www.franesurveying.com

ROADWAY EASEMENT EXHIBIT



DISCLAIMER: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY PLAT AND IS ONLY INTENDED TO DEPICT THE LEGAL DESCRIPTION AS DESCRIBED HEREON.

Revision Date:	
Date:	07/07/2020
Client:	
TOWN OF BENNETT	
SHEET 2 OF 2	Job# 20-123-EAS-ROAD

RESOLUTION NO. 890-21

**A RESOLUTION APPROVING A QUITCLAIM DEED, PUBLIC ROADWAY AND
ACCESS EASEMENT AND MEMORANDUM OF UNDERSTANDING WITH BAN RE
GROUP, LLC FOR THE FISHING POND PROJECT**

WHEREAS, the Town has requested, and Ban Re Group, LLC has agreed, to convey to the Town a parcel of land in the Antelope Hills Subdivision for a Town-owned public fishing and stormwater drainage retention pond, which will become a part of the Bennett Regional Park and Open Space; and

WHEREAS, the parties wish to acknowledge that Ban Re Group, LLC will receive a credit against the Town's requirement for public land dedication in future filings of the Antelope Hills subdivision in exchange for Ban Re Group, LLC conveying the fishing pond parcel to the Town; and

WHEREAS, a quitclaim deed, public roadway access easement and memorandum of understanding between the parties have been proposed to effectuate this project; and

WHEREAS, the Town finds it is in the best interest of its citizens to approve said documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the Quitclaim Deed, Public Roadway and Access Easement and Memorandum of Understanding between the Town of Bennett and Ban Re Group, LLC (collectively, the "Agreements") in essentially the same form as the copy of such Agreements accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreements, except that the Mayor and Town Administrator are hereby further granted the authority to negotiate and approve such revisions to said Agreements as the Mayor and Town Administrator determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreements are not altered.

Section 3. The Mayor and Town Administrator are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Agreements and to execute and deliver any and all documents necessary to effect the terms and conditions of such Agreements.

INTRODUCED, READ, AND RESOLVED THIS 12th DAY OF OCTOBER, 2021.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

**BUILDING CODE BOARD OF APPEALS
HEARING SCRIPT**

MAYOR: I will now open the hearing on a Building Code appeal filed by Gary Vance. This hearing is being held pursuant to Section 113 of the International Building Code for an appeal of the Building Official's decision regarding the property at 215 Kiowa Avenue.

The purpose of the hearing is to receive information to enable the Board to determine whether the Building Official's decision should be affirmed or modified.

This is an informal hearing. Evidence rules need not be followed and the Board will consider any information relevant to the appeal.

The order of the hearing will be as follows:

FIRST, I am going to ask Mr. Vance to make any opening statement he would like to make and then present his appeal.

NEXT, there will be a presentation by Town staff, followed by Mr. Vance's opportunity to ask questions of Town staff.

After these two presentations we will allow people who signed up to speak to speak for up to 3 minutes each.

THEN, Mr. Vance and Town staff may make their closing statements.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Board members have any disclosures?

[Board members to disclose conflicts of interests, ex parte contacts, etc]

MAYOR: Mr. Vance, please state your name and address for the record and then present your appeal.

[Applicant presentation]

Mr. Vance, do you want to call any witnesses to testify about this matter?

[Witness presentation]

Will Town staff make its presentation?

[Staff presentation]

Town staff, do you want to call any witnesses to testify about this matter?

[Witness presentation]

Mr. Vance, do you have any questions for anyone who has testified?

[Question and Answer]

Do any of the Trustees have questions for anyone who has testified?

[Question and Answer]

MAYOR: I will now open the public comment portion of the hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the appeal?

[Additional public comment]

If there is no more public comment, I will now close the comment portion of the hearing.

MAYOR: Mr. Vance, do you want to respond to any of the comments or make a closing statement?

[Opportunity for applicant to provide any rebuttal evidence/closing statement]

MAYOR: Town staff, do you want to respond to any of the comments or make a closing statement?

[Opportunity for staff to provide any rebuttal evidence/closing statement]

MAYOR: Before we turn to Board member questions and deliberation, I want to state that the documents included within the record for this hearing include all materials in the Board packet; any powerpoint or other presentations given tonight; the materials presented by Mr. Vance tonight; the notice; and Town's building code ordinance and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Board members will deliberate on the evidence presented. During deliberations, Board members may ask questions of Town staff and Mr. Vance, but no further testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments?

PROPOSED MOTIONS

The Board may adopt one of the following motions:

1. "I move that the Board find that the Building Official's decision should be affirmed, subject to the conditions set forth in the Town's staff report, and that the Town Attorney be directed to prepare final findings, conclusions and an order based on the Board's decision."
2. "I move that the Board find that the applicant has presented sufficient evidence that (*choose one or more*):
 - a. The true intent of the International Building Code has been incorrectly interpreted.

- b. The provisions of the International building Code do not fully apply**
- c. An equally good or better form of construction is proposed.**

And that the Building Code Official's decision shall be modified and that the Town Attorney be directed to prepare final findings, conclusions and an order based on the Board's decision."

TO: Mayor and Town of Bennett Board of Trustees
FROM: Sara Aragon, Community Development Manager
Tom Pitchford, Chief Building Official
DATE: October 12, 2021
SUBJECT: Building Code Appeal - 215 Kiowa Ave, Tymanike Apartment Decks

Background

Town Board's Role in this Appeal

Per Sec. 18-1-10 of the Bennett Municipal Code, the Town has adopted by reference the 2018 International Building Code (IBC) as the Town of Bennett Building Code. This includes Section 113.1 of the IBC, which requires the Town to have a Building Code Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the IBC.

In Bennett, the Board of Trustees serves as the Building Code Board of Appeals. See Section 18-1-20(i) of the Bennett Municipal Code. When an application to the Board of Appeals is made, it shall be based on a claim that:

1. the true intent of the IBC or the rules legally adopted thereunder have been incorrectly interpreted;
2. the provisions of the IBC do not fully apply; or
3. an equally good or better form of construction is proposed.

The Board does not have authority to waive requirements of the IBC. See IBC 113.2.

Discussion of the Appeal

In the Town of Bennett, building permits are required for many projects. When a permit is not obtained and a contractor and/or property owner are found to be commencing with work, a "stop work order" will be issued. A stop work order requires that work cease immediately after securing the project site in a way that does not jeopardize life or property safety.

The building code appeal being brought to the Mayor and Board of Trustees is in regard to 215 Kiowa Ave, which is a two-story apartment building owned by Gary Vance. There was a deck replacement project that commenced without building permits and a stop work order was issued, requiring the contractor and/or owner to obtain building permits for the project.

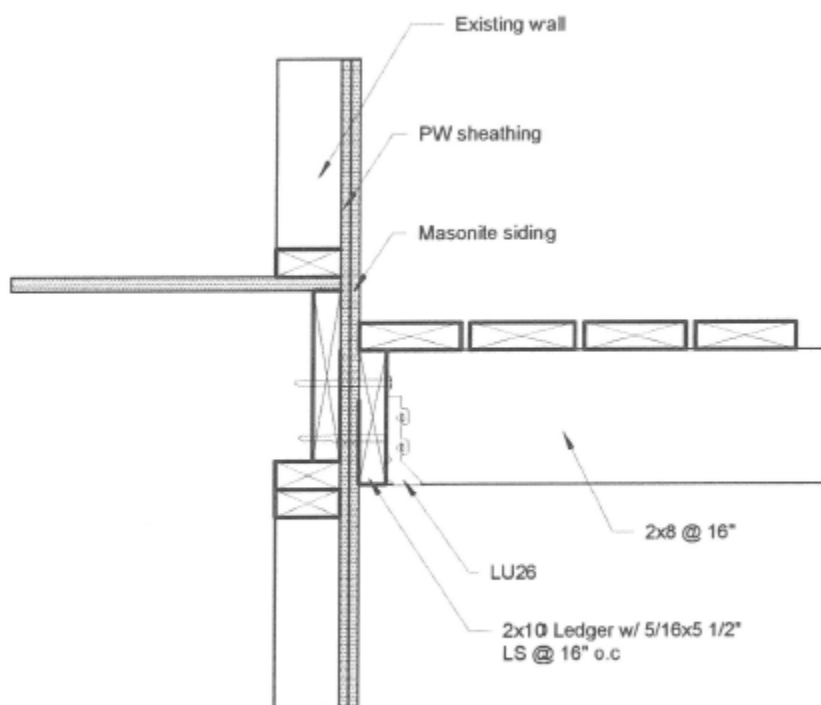
As part of the building permit process, Mr. Vance submitted construction plans for the decks. The plans showed how the decks would be anchored/connected to the apartment building.

For this case, the section of the IBC in question is 1604.8.3 Decks. Below is an excerpt from that section:

Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. Connections of decks with cantilevered framing members to exterior walls or other framing members shall be designed for both of the following:

1. *The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, acting on all portions of the deck.*
2. *The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, action on the cantilevered portion of the deck, and no live load or snow load on the remaining portion of the deck.*

The plans submitted for this project does not meet the IBC requirements referenced above. It does not have positive attachment to the primary structure. Between the deck and the primary structure there is Masonite Siding as well as PW Sheathing (see the plan below). Though this design was stamped by an engineer, it does not meet the requirements of the IBC.



Based on this, the building official informed Mr. Vance that his plans were not approved and that he must submit new plans for the decks that conform to the requirements of IBC Section 1604.8.3. Mr. Vance is appealing the building official's decision. The basis for Mr. Vance's appeal is set forth in his September 24, 2021 email to Ms. Stiles (attached), which states:

The code you refer in the IBC only addresses positive attachment to the building. I have positive attachment and the decks are built better than before and the building dept

have not provided me with the code I have violated. I feel that they have misinterpreted the code and I am requesting an appeal.

Timeline

The timeline of events leading up to the appeal application is below. Supporting documentation is attached to this report.

Communication	Date	Outcome
Stop Work Order Issued	8/13/2021	Bob Chappel (Town Building Inspector) posted a stop work order at 215 Kiowa Ave (Tymanike Apartment Building) for work taking place to replace decks without a permit. The contractor that was on site was the building owner's son. Bob talked with Mr. Vance on his son's (also Mr. Vance) phone and instructed them to secure the door going out to the balcony, shore up the corner and to cover the unfinished deck before they left the site.
Building Official Meeting with Owner	8/17/2021 or 8/18/2021	The Building Official met with Mr. Vance in the lobby of Town Hall. Mr. Pitchford reviewed the options to get the stop work order resolved as well as what would be possible solutions for the decks that had already been replaced without approval or permits.
Owner Email Requesting Deck Information	8/18/2021	Mr. Vance contacted me via email to discuss decks at the apartment building, I was out of the office and forwarded it to Savannah Vickery (our permit tech) to have her answer his questions.
Contractor License Applied For	8/19/2021	Nick Bradley (Owner of Colorado General Contracting) submitted a Town contractor license application to me and I forwarded it on to our Building Department main email address. This license still has not been issued, because we are waiting on proof of worker's compensation insurance (or waiver for it) and payment.
Permit Application and Plans submitted to the Building Department	8/23/2021	The permit was put in "plan review" status. At the time, Mr. Pitchford was on vacation but as a courtesy to Mr. Vance, I emailed Mr. Pitchford the plans and we discussed them over the phone.
Letter to Community Development Manager from Owner	8/23/2021	A letter was dropped off at Town Hall by Mr. Vance. I responded via email to Mr. Vance on August 24, 2021. It did take me a day to get back to him as I was gathering all of the information associated with the situation.
Plan Review Update	8/30/2021	Around August 30, I notified Mr. Vance by phone that the plans would not be approved with the drawing submitted because it did not meet the code minimum (either positive attachment or using supports). He was also emailed the same information from the Building Department email address on the same day.

Owner Request for Meeting with Town Administrator	9/1/2021	I was notified by the Town Administrator that Mr. Vance wanted to meet to discuss the result of the plan review
Meeting with Mr. Vance	9/8/2021	The Town Administrator and Community Development Manager met with Mr. Vance to hear his concerns and see if we could find a mutual agreement regarding this matter.
Research on claims of misinterpretation of code and engineer stamps related to plan approval/review	9/8/2021	<p>Much of Mr. Vance's concern in our meeting appeared to be related to our approval process in regard to having an engineer stamped drawing. It was his opinion that if it has an engineer stamp, it should essentially be approved and that our Building Official was being unreasonable by not making an exception in his case.</p> <p>I did reach out to both our Town Engineer and Charles Abbot and Associates (the Town's back up for building services) and was able to confirm with them that regardless of an engineer's stamp, the code minimums must still be adhered to.</p>
Follow up with Mr. Vance	9/11/2021	I emailed Mr. Vance on September 11 to update him with the outcome of our research and consultation with the individuals listed in the previous section.
Email Communication	9/10/2021 to 9/20/2021	Throughout these dates, there were multiple email communications between Town Staff and Mr. Vance (or a representative of his team) regarding the code in question and the appeals process. Those emails have been included as an attachment to this report.
Notice of Hearing	9/24/2021	The official request for an appeal was received.
Notice to Newspaper	9/28/2021	The public hearing notice was submitted to the Town Clerk for a hearing on October 12, 2021.
Notice to Tenants	9/29/2021	A notice to each tenant in the apartment building was delivered to each door.
Notice to Appeal Applicant	9/30/2021	The public hearing notice was sent via Certified Mail to the address on file for Mr. Vance.

Staff Findings

Staff finds that the plans submitted by the applicant do not meet the requirements of IBC Section 1604.8.3. There is no positive attachment for the decks to the primary structure nor are they self-supporting. Staff reached out to Charles Abbot and Associates as well as the Town Engineer and they confirmed that the Building Official's interpretation is just and follows the intent of the IBC. Furthermore, after extensive code research and discussion with both parties previously mentioned, it was determined that an engineer stamp does not automatically qualify a project for approval. The requirements of the IBC must still be met.

Staff Recommendations

Staff recommends that the Town Board of Trustees does not grant this appeal and include the following conditions moving forward:

1. The owner/applicant submit new permits and plans that meet the code requirements for this project within 14 business days.
2. The owner shall complete the approved scope of work no longer than 30 days after obtaining a building permit.
3. If the owner/applicant does not comply, they shall be cited for “work without a permit.”

Attachments

1. PowerPoint Presentation
2. Appeal Letter
3. Building Permit/Plans Submitted
4. Plan Review Comments
5. Email conversations with the owner/applicant
6. Mr. Vance Letter to Community Development Manager and Response
7. Notices to Newspaper, Owner and Tenants
8. 1604.8.3 Decks (code section in question from the IBC)
9. Section 113 Board of Appeals (from the IBC)
10. Sec. 18.1.20 (h) and (i) of the Bennett Municipal Code regarding the Board of Appeals



Building Code Appeal 215 Kiowa Avenue, Tymanike Apartments

Town of Bennett Board of Trustees

October 12, 2021

Sara Aragon, Community Development Manager

Tom Pitchford, Chief Building Official

International Building Code Adoption

Per Sec. 18-1-10 of the Bennett Municipal Code, the Town has adopted by reference the 2018 International Building Code (IBC) as Town of Bennett Building Code.

Sec. 18-1-10. Adoption.

The International Building Code, 2018 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 35 inclusive, and Appendix Chapter J, are hereby adopted by reference as the Town of Bennett Building Code as if fully set out in this Article with the additions, deletions, insertions and changes as follows. The purpose and subject matter of the International Building Code include comprehensive provisions regulating construction aspects of building and providing uniform building standards for the purpose of protecting the public health, safety and general welfare. In all Sections of this Code where a reference is made to the International Building Code or IBC, said reference shall be to the 2018 Edition of said Code. The Clerk shall maintain at least one copy of the International Building Code as required by law in the Town Hall, which may be inspected by any interested person during regular business hours.

IBC Section 113- Board of Appeals

Section 113.1 of IBC requires the Town have a Building Code Board of Appeals to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the IBC.

The Board of Trustees acts as the Building Code Board of Appeals.

IBC Section 113- Board of Appeals

When an application to the Board of Appeals is made, it shall be based on a claim that:

- the true intent of the IBC or the rules legally adopted thereunder have been incorrectly interpreted;
- the provisions of the IBC do not fully apply; or
- an equally good or better form of construction is proposed.

The Board does not have authority to waive requirements of the IBC.

Building Code Interpretation Being Appealed

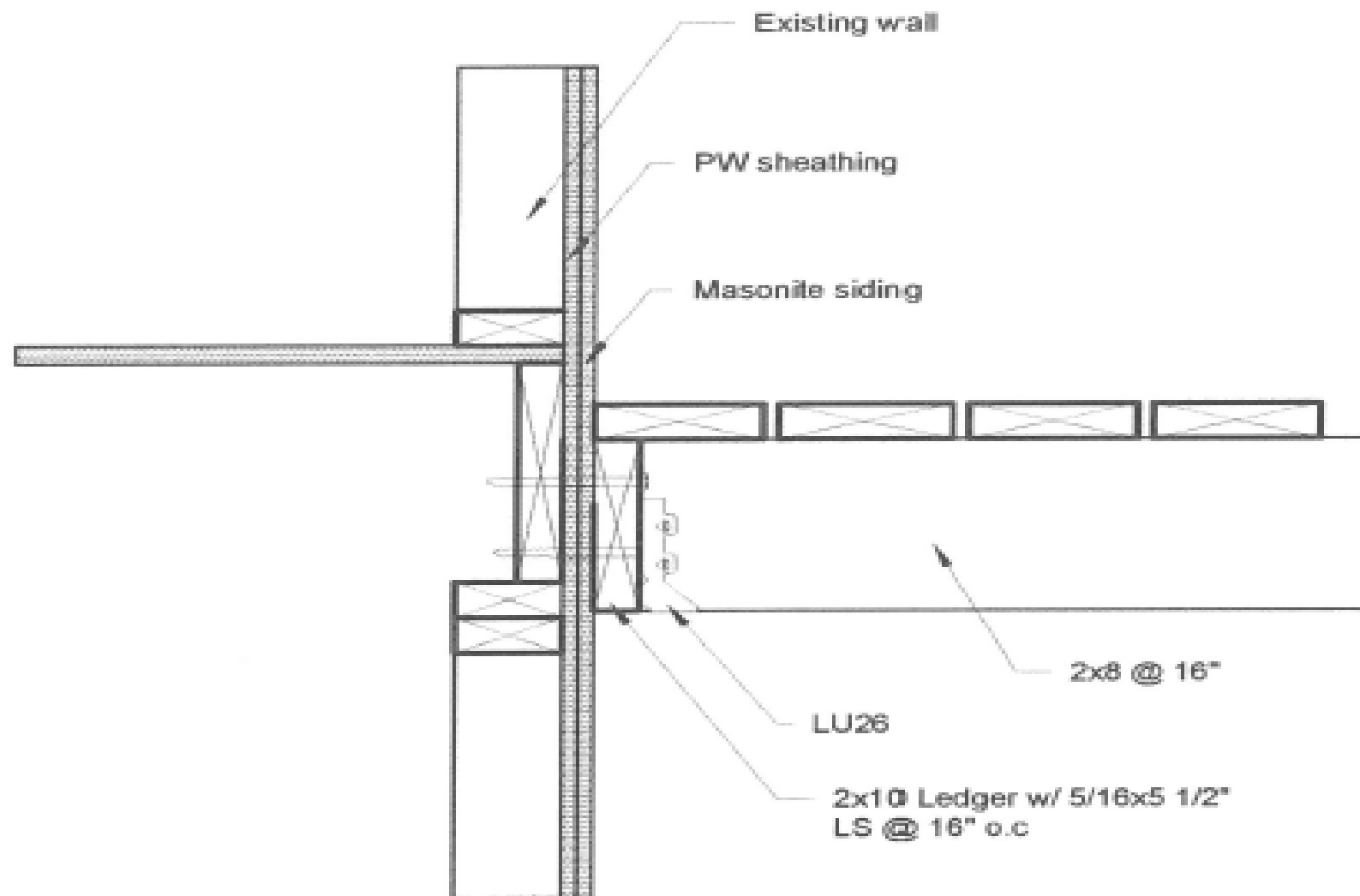
1604.8.3 Decks- Below is an excerpt from that section:

Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. Connections of decks with cantilevered framing members to exterior walls or other framing members shall be designed for both of the following:

- 1. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, acting on all portions of the deck.*
- 2. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, action on the cantilevered portion of the deck, and no live load or snow load on the remaining portion of the deck.*

Plans Submitted for the Project

- The plan submitted for this project does not meet the code requirements referenced above.
- It does not have positive attachment to the primary structure.
 - Between the deck and the primary structure there is Masonite Siding as well as PW Sheathing.
- This plan is stamped by an engineer, however, it does not meet the minimum requirements of the code.



Plan Review Comments

- The project plans were reviewed for compliance with the following codes and standards: 2018 IBC, 2018 IRC
- Code requirements for decks :
 - Connection of deck ledger to primary structure must meet the requirements of Sec. 1604.8.3
 - Direct Positive connection to the primary structure is required.

Staff Findings

- Staff finds that the plans submitted by the applicant do not meet the code requirements of 1604.8.3.
 - There is not positive attachment for the decks to the primary structure.
 - They are not self-supporting.
- Staff reached out to Charles Abbot and Associates and the Town Engineer to confirm that the interpretation is just and follows the intent of the code.
- An engineer stamp does not automatically qualify a project for approval. The requirements of the code must still be met.

Staff Recommendations

Staff recommends that the Town Board of Trustees does not grant this appeal and include the following conditions moving forward:

1. The owner/applicant submit new permits and plans that meet the code requirements for this project within 14 business days.
2. The owner shall complete the approved scope of work no longer than 30 days after obtaining a building permit.
3. If the owner/applicant does not comply, they shall be cited for “work without a permit.”

Questions?



Sara Aragon <saragon@bennett.co.us>

Re: formal appeal

Gary Vance <doctorskier@gmail.com>

Fri, Sep 24, 2021 at 9:00 AM

To: "Trish Stiles, Town Administrator" <tstiles@bennett.co.us>

Cc: Sara Aragon <saragon@bennett.co.us>

the code you refer to in the ibc only addresses positive attachment to the building i have positive attachment and the decks are built better than before and the building dept have not provided me with the code i have violated . i feel that they have misinterpreted the code and i am requesting an appeal

[Quoted text hidden]



207 Muegge Way • Bennett, CO 80102
Tel: (303) 644-3249 Fax: (303) 644-4125
www.townofbennett.org

BUILDING PERMIT APPLICATION			
DATE: <u>8/20/21</u>		PERMIT # _____	
TO BE COMPLETED BY APPLICANT			
Property Owner Name: <u>GARY VANCE</u>		Phone: <u>303-910-5949</u>	Email: <u>DOCTORSKIER@GMAIL.COM</u>
Project Address: <u>215 KIOWA</u>		Mailing Address (if different): <u>2545 HASKELL PLACE</u>	
City: <u>BENNETT</u>	State: <u>CO</u>	Zip: <u>80102</u>	City: <u>WATKINS</u> State: <u>CO</u> Zip: <u>80137</u>
CONTRACTOR INFORMATION***List additional contractors on Sub-Contractor Signature Form, all Sub-Contractors must have valid Town of Bennett Contractor License or Registration.			
1. (circle one) <input checked="" type="checkbox"/> General <input type="checkbox"/> Plumber <input type="checkbox"/> Electrician <input type="checkbox"/> Mechanical		Address: <u>10935 ACADIA LN</u>	
Name: <u>COLORADO GENERAL CONTRACTORS</u>		City: <u>PARKER</u>	State: <u>CO</u> Zip: <u>80138</u>
Email: <u>COLORADO.GC.1@GMAIL.COM</u>		Phone: <u>720-365</u>	TOB Lic #: _____ Exp: _____
2. (circle one) General <input type="checkbox"/> Plumber <input type="checkbox"/> Electrician <input type="checkbox"/> Mechanical		Address: <u>1344</u>	
Name: _____		City: _____	State: _____ Zip: _____
Email: _____		Phone: _____	TOB Lic #: _____ Exp: _____
3. (circle one) General <input type="checkbox"/> Plumber <input type="checkbox"/> Electrician <input type="checkbox"/> Mechanical		Address: _____	
Name: _____		City: _____	State: _____ Zip: _____
Email: _____		Phone: _____	TOB Lic #: _____ Exp: _____
PARCEL INFORMATION			
Subdivision: _____	Parcel #: _____	Lot: _____	Block: _____
Zoning: _____	Distance from lot line: N _____ S _____ E _____ W _____ Corner lot? _____		
TO BE COMPLETED BY APPLICANT - PROJECT INFORMATION			
TYPE OF IMPROVEMENT: <input type="checkbox"/> NEW BUILDING <input type="checkbox"/> ADDITION <input checked="" type="checkbox"/> REMODEL/FINISH <input checked="" type="checkbox"/> REPAIR/REPLACEMENT <input type="checkbox"/> MOBILE HOME <input type="checkbox"/> OTHER		PROPOSED USE: RESIDENTIAL <input type="checkbox"/> Single Family <input type="checkbox"/> Multi Family # of units _____ <input type="checkbox"/> Hotel, Motel, Dormitory # of units _____ <input type="checkbox"/> Garage: Single Double Attached Detached <input type="checkbox"/> Carport: Attached Detached <input type="checkbox"/> Patio: Attached Detached <input type="checkbox"/> Basement: Partial Full Finished Unfinished <input type="checkbox"/> Other: _____	
Description of Work: <u>REPAIR & REPLACE DECKS</u>			
FOR NEW RESIDENTIAL WHEN SAME HOUSE MODEL IS BUILT AGAIN PLAN # ON FILE _____ OPTION # _____		COMMERCIAL <input type="checkbox"/> Shell only <input type="checkbox"/> Tenant Finish <input type="checkbox"/> Telecommunications Facility <input type="checkbox"/> Remodel/Addition <input type="checkbox"/> New Building	
TOTAL VALUE (INCLUDES MATERIAL & LABOR): \$ _____		ELECTRICAL VALUATION: \$ _____	
Construction Type: <input type="checkbox"/> Wood Frame <input type="checkbox"/> Structural Steel <input type="checkbox"/> Masonry <input type="checkbox"/> Manufactured home <input type="checkbox"/> Other _____	Square Footage: Main floor _____ Additional floors _____ Basement _____ Crawlspace _____ Decks <u>50 FT²</u> Garage _____ Other _____ # of bedrooms _____ # of baths - Full <u>3/4</u> _____ 1/2 _____ Stories _____	Type of Sewage Disposal: <input type="checkbox"/> Public <input type="checkbox"/> Septic Type of Water: <input type="checkbox"/> Tap size <input type="checkbox"/> Supplies	
Type of Mechanical: <input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Electric <input type="checkbox"/> Hydronic Heating Fuel Type: <input type="checkbox"/> Gas NG or LP <input type="checkbox"/> Electric <input type="checkbox"/> Solar <input type="checkbox"/> Other _____			

Telecommunications Facility

Outside Public ROW Height _____ Inside Public ROW Height _____ Change in Height _____ Change in Width _____

Change to existing (In Public ROW) _____ Change to existing _____ # of electrical cabinets _____

- ☐ Excavation or deployment outside current site
☐ Non-compliance of existing original conditions

Reference Telecommunications Facility Submittal Requirements*Applicant must read and initial the following:**

1. The applicant, his agents and employees shall comply with all rules, restrictions and requirements of the Town and building codes governing location, construction and erection or the above proposed work for which the permit is granted. _____
2. The Town or its agents are authorized to order the immediate cessation of construction at any time a violation of the codes or regulations appears to have occurred. Violation of any of the codes or regulations applicable may result in the revocation of this permit. _____
3. Buildings MUST conform with plans, as submitted to the Town. Any changes of plans or layouts must be approved prior to the change being made. Any change in the use or occupancy of the building or structure must be approved prior to proceeding with construction. _____
4. The Applicant is responsible for ascertaining true & correct locations of all property, right of way, & easement lines. If encroachments on land other than that owned by the property owner are discovered after installation of improvements, the property owner may be required to remove the improvements at their expense. _____
5. The Applicant is required to call for inspections at various stages of the construction, and in accordance with the aforesaid rule, the applicant shall give the building inspector not less than one day's notice to perform such activities. _____
6. In the event construction is not commenced within 180 days of issuance of their permit, then the same is automatically void. Cessation of work for a period of 180 continuous days shall also cause the permit to be void. _____

***Permits are not transferable.**

APPLICANT SIGNATURE: _____

*Gay M Vance*DATE: 8-23-21**FOR OFFICIAL USE ONLY****BUILDING PERMIT FEES****DEVELOPMENT/IMPACT FEES****Permit Fees**

Building Permit \$ _____
 Plan Review \$ _____
 Electrical \$ _____
 Construction Meter \$ _____

Taxes

2% Use Tax \$ _____
 .25% Arapahoe Open Space Tax \$ _____

Miscellaneous

Stop Work Order \$ _____
 Other \$ _____

SUBTOTAL PERMIT FEES \$ _____

DEVELOPMENT/IMPACT \$ _____

TOTAL DUE \$ _____

Water and Waste Water

Water Development Fee \$ _____
 Water Tap Inspection \$ _____
 Sewer Development \$ _____
 Sewer Tap Inspection \$ _____
 Meter Pit/charges \$ _____

Impact

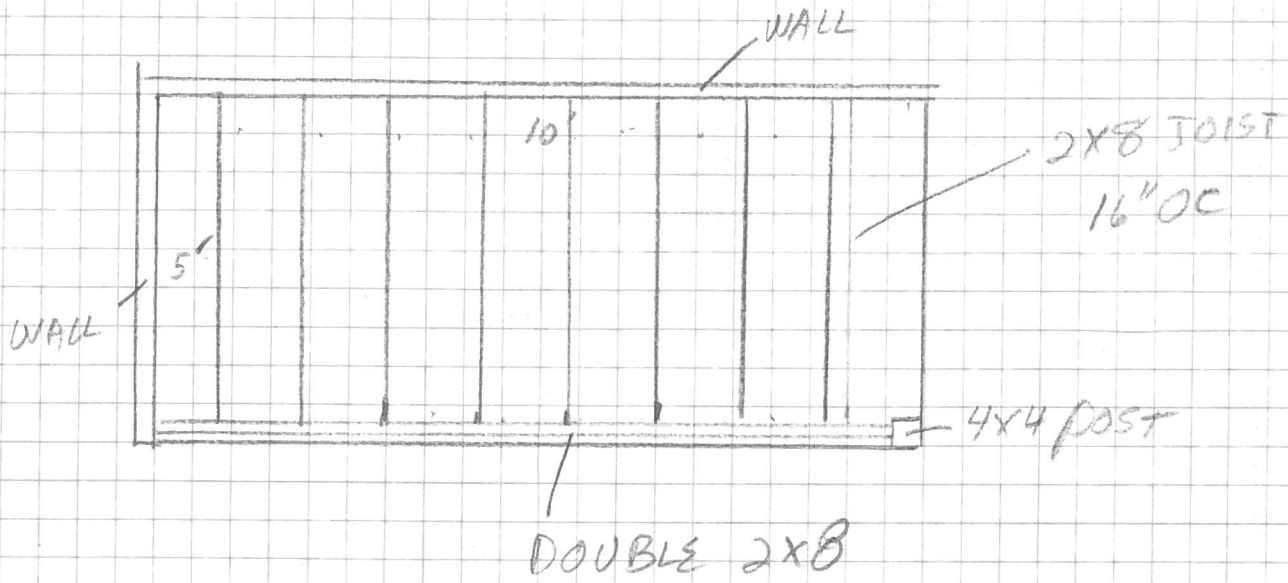
Park/Recreation \$ _____
 Park/Recreation \$ _____
 Police Facilities \$ _____
 Public Facilities \$ _____
 Transportation Facilities \$ _____
 Storm Drainage \$ _____

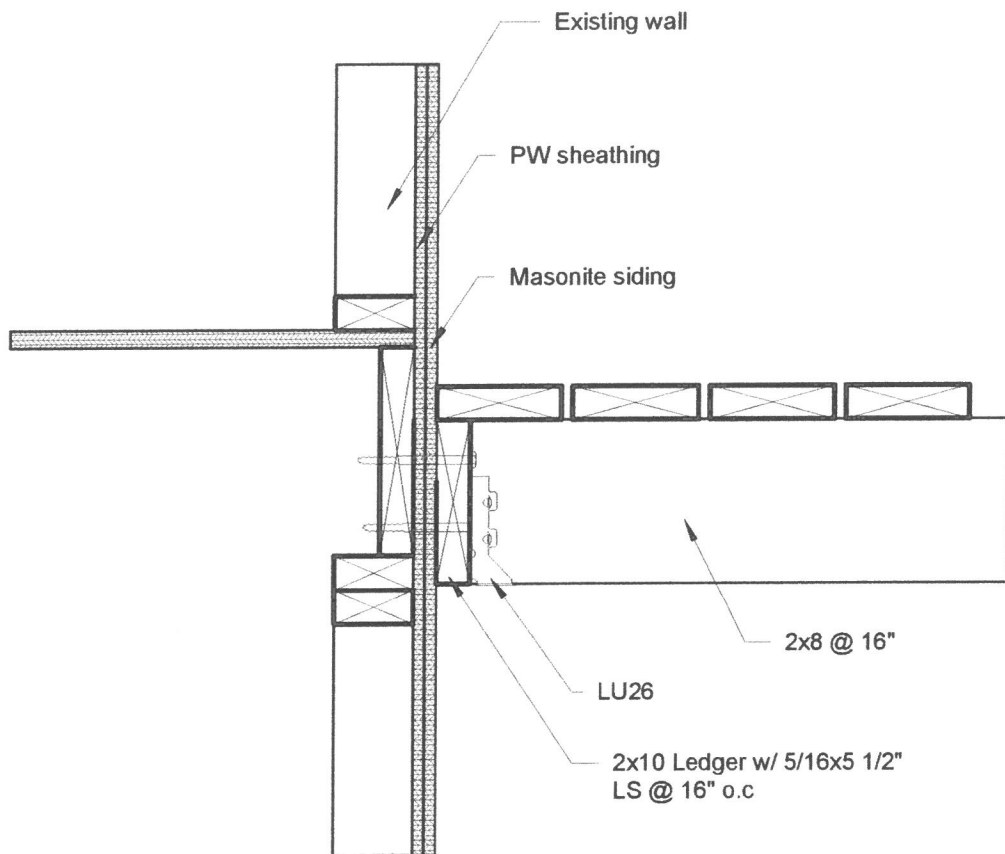
SUBTOTAL DUE \$ _____

APPLICATION ACCEPTED BY:	DATE:	COMMENTS:
BUILDING DEPARTMENT:	DATE:	COMMENTS:
BUILDING OFFICIAL:	DATE:	COMMENTS:
BENNETT FIRE PROTECTION DIST:	DATE:	COMMENTS:
PUBLIC WORKS:	DATE:	COMMENTS:
ENGINEERING:	DATE:	COMMENTS:
PLANNING/ZONING:	DATE:	COMMENTS:
ZONING ADMINISTRATOR:	DATE:	COMMENTS:

215 KIOWA

$\frac{1}{4}" = 6"$





① Balcony Framing 2
1 1/2" = 1'-0"

**Gunnison
Enterprises Inc.**
558 Castle Pines Pkwy B4-327
Castle Rock CO 80108
303-332-7208 303-215-1725 Fax

215 Kiowa
Bennett

connection to the building

Project number	G-633
Date	8/19/21
Drawn by	SL
Checked by	Checker

S 1.0

Scale As indicated Page 71

8/20/2021 8:09:13 AM



TOWN OF BENNETT COMMERCIAL PLAN REVIEW COMMENTS

Project Description: **Remove and replace Decks**

Project Address: **215 Kiowa Ave**

Permit App. Date: 08-24-2021

Application BP2020-391

Applicant Contact: Colorado General Contracting

Email: Colorado.gc.1@gmail.com

Phone: 720-365-1344

Plan's Examiner: **Thomas Pitchford**

Phone: **(303) 644-3249 ext 1025**

Examiner's Email: tpitchford@bennett.co.us



1st Review:



2nd Review:

Italic comments



3rd Review:

Bold Comments By Appt.

The project plans were reviewed for compliance with the following codes and standards:

2018 IBC, 2018 IRC

The code section references are from the 2018 IBC, unless otherwise stated.

- 1) **Connection of Deck ledger to primary structure must meet the requirements of Sec. 1604.8.3 (Decks) Direct Positive connection to the primary structure is required.**

Resubmittal will need to be new complete set of plans and required documents as requested. Resubmittal is required to contain a detailed narrative as to all changes and their locations including page, detail #, etc. As applicable.

Thank you.



Sara Aragon <saragon@bennett.co.us>

Email

6 messages

Sara Aragon <saragon@bennett.co.us>

Wed, Sep 22, 2021 at 5:05 PM

To: Gary Vance <doctorskier@gmail.com>, Trish Stiles <tstiles@bennett.co.us>

Hi Gary,

I just wanted to let you know that I am putting together the information that you requested in the Building Department email last night. I should have it for you tomorrow. I just wanted to let you know that your email was received and we are processing your request.

Thank you, have a great night.



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov

Gary Vance <doctorskier@gmail.com>

Wed, Sep 22, 2021 at 5:57 PM

To: Sara Aragon <saragon@bennett.co.us>

my appeal applies to section R 507.9.1.3 910

[Quoted text hidden]

Gary Vance <doctorskier@gmail.com>

Wed, Sep 22, 2021 at 5:58 PM

To: Sara Aragon <saragon@bennett.co.us>

r 507.9.1.3(1) sorry for the typo

[Quoted text hidden]

Sara Aragon <saragon@bennett.co.us>

Thu, Sep 23, 2021 at 1:01 PM

To: Gary Vance <doctorskier@gmail.com>, Trish Stiles <tstiles@bennett.co.us>, Thomas Pitchford

<tpitchford@bennett.co.us>, Robert Chappel <rchappel@bennett.co.us>

Bcc: Savannah Vickery <svickery@bennett.co.us>

Good Morning Gary,

Hi Gary,

In reference to the question that you submitted to the Building Department email address yesterday:

"can you send me the codes that show i cannot repair the decks to a method that was approved at the time of when the building was built? thank you".

I have provided you with the information that I believe that you are looking for. I am also including both Tom (Building Official) and Robert Chappel (Building Inspector). Either one of them can answer further questions related directly to the Building Code.

I have included a link to the Town Municipal Code (Chapter 18 specifically), where the ICC Codes are adopted.

https://library.municode.com/co/bennett/codes/municipal_code?nodeId=CH18BURE

Page 73

I have also included an attachment, this is from the 2018 Existing Building Code. If you see section [BS]302.5.1. This is related to structural repairs, alterations, additions and changes of occupancy in existing buildings. The summary is that anything structural does need to follow the IBC for new buildings. I am also including a link to the ICC website where you can view all of the 2018 Codes for free. We do of course have physical copies in Town Hall that you can view if you set up an appointment with the Town Clerk. I will also include that I do believe it is referenced in the Existing Building Code in at least one other place. In reference to your email regarding "r 507.9.1.3(1)", that is a code in the IRC, your building falls under the IBC.

https://codes.iccsafe.org/content/IEBC2018P5/chapter-3-provisions-for-all-compliance-methods#IEBC2018P5_Ch03_Sec301

Please let me know if you have any questions.

Thank you!

SECTION 302
GENERAL PROVISIONS

302.1 Applicability.

The provisions of Section 302 apply to all alterations, repairs, additions, relocations of structures and changes of occupancy regardless of compliance method.

..

302.2 Dangerous conditions.

The code official shall have the authority to require the elimination of conditions deemed dangerous:

302.3 Additional codes.

Alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in this code and the International Energy Conservation Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Private Sewage Disposal Code, International Property Maintenance Code, International Residential Code and NFPA 70. Where provisions of the other codes conflict with provisions of this code, the provisions of this code shall take precedence.

302.4 Existing materials.

Materials already in use in a building in compliance with requirements or approvals in effect at the time of their erection or installation shall be permitted to remain in use unless determined by the building official to be unsafe.

302.5 New and replacement materials.

Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for repairs and alterations, provided that unsafe conditions are not created. Hazardous materials shall not be used where the code for new construction would not permit their use in buildings of similar occupancy, purpose and location.

[BS] 302.5.1 New structural members and connections.

New structural members and connections shall comply with the detailing provisions of the International Building Code for new buildings of similar structure, purpose and location.

Exception: Where alternative design criteria are specifically permitted.

302.6 Occupancy and use.

Where determining the appropriate application of the referenced sections of this code, the occupancy and use of a building shall be determined in accordance with Chapter 3 of the International Building Code.



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov

[Quoted text hidden]

Gary Vance <doctorskier@gmail.com>
To: Sara Aragon <saragon@bennett.co.us>

Thu, Sep 23, 2021 at 2:40 PM

yes the section i referred to is in the 2018 building code sect 5 under floors it states the attachments of the ledger and what the sheathing can consist of including foam and i do have access to the code thank you again

[Quoted text hidden]

Gary Vance <doctorskier@gmail.com>
To: Sara Aragon <saragon@bennett.co.us>

Thu, Sep 23, 2021 at 9:11 PM

i ask for the specific code i violated

[Quoted text hidden]



Sara Aragon <saragon@bennett.co.us>

Decks

2 messages

Sara Aragon <saragon@bennett.co.us>

Tue, Aug 24, 2021 at 3:34 PM

To: doctorskier@gmail.com

Bcc: Savannah Vickery <svickery@bennett.co.us>

Hi Mr. Vance,

I did receive your letter and application regarding the deck at your property. I do apologize that I asked one of our staff to reach out, I was out of the office for a funeral.

I assure you, Tom is following the building code. Replacing entire decks in an occupied apartment building does require engineered drawings. If this were a situation that you were simply replacing a board or two of decking or a broken rail in the railing that would be considered maintenance. However, you were removing the entire deck and replacing the joists and all of the decking and railing, that scope of work does trigger a building permit.

Regardless of when a building is built, if you make updates such as replacing entire decks, it is required for them to be designed and built per the current code, not the code that the building was originally built under.

I am not entirely sure what code Adams County follows or how they approve plans or inspections, we are a separate jurisdiction from them. While they may just simply approve plans or inspections if they are stamped or completed by an engineer, that is not the process we follow.

I do understand your frustration with the whole situation, however our inspectors job is to ensure that projects are built to meet the code minimums. Moving forward, to avoid this in the future, we are happy to answer questions regarding any projects you plan on doing to let you know if you need a building permit so you can get it ahead of the work and ensure that it meets requirements. We will get this submitted for plan review and let you know when your permit/plans have been approved.

I am sorry you feel frustrated, I do understand. Our building inspectors number one priority is life and property safety. Please let me know if you have any questions.

Thank you,



Sara Aragon | Community Development Manager
 207 Muegge Way | Bennett CO, 80102
 (303)644-3249 ext.1012 | saragon@bennett.co.us
 townofbennett.colorado.gov

Gary Vance <doctorskier@gmail.com>

Tue, Aug 24, 2021 at 4:34 PM

To: Sara Aragon <saragon@bennett.co.us>

i feel this has nothing to do with safety its about the "code" which my engineer and Adams county have said the performance method of engineering can be used as opposed to the prescriptive method . The decks were very unsafe in the shape they were in and i tried to remedy that . I have have now done my do diligence and it sounds as if thats to no avail According to Tom the only thing in Question is the 1/2 inch of siding behind the decks But thank you for responding

[Quoted text hidden]



Sara Aragon <saragon@bennett.co.us>

Follow Up

5 messages

Sara Aragon <saragon@bennett.co.us>

Sat, Sep 11, 2021 at 4:53 AM

To: doctorskier@gmail.com, Trish Stiles <tstiles@bennett.co.us>

Hi Gary,

Thank you for coming in yesterday. I wanted to follow up and let you know that we did look into this matter further. We touched base with both our Town Engineer as well as the Town's back up Building Official. After discussing this matter with each of them, we have determined that Tom is within the International Building Code guidelines in regard to this review. We also wanted to ensure that we were not being unreasonable by not simply approving a plan because an engineer has stamped it. We did confirm with both of the parties previously mentioned and just because an engineer stamps a plan, does not mean that it will be approved per the Building Official. We do still have to review plans for code compliance, unfortunately in this case, the plan that was submitted does not meet the minimum requirement set in the adopted building code. The code does give a couple of options on how to meet the minimum requirements in this case.

We do understand the stress and frustration that this situation has caused you and I am sorry that you have been in distress due to it. Unfortunately, in this case there is not an exception that can be made, we do have to make sure that the building code adopted in our municipal code is followed. Some codes do have a grey area, the code that applies to this project is a prescriptive code and you will have to meet the minimum requirements or exceed them. I know that this situation has caused you much stress and I appreciate you coming to meet with us and voicing your concerns. I know that when these things happen, it can be hard to see but our goal really is life and property safety. It is our number one priority.

Please feel free to reach out to me if you have any additional questions. Thank you for your time and patience with this matter. I have attached the official plan review comments for the plans that you submitted. We do need you to submit new plans that meet one of the options provided in the IBC for this project. I hope moving forward we can work together to avoid this stress for you in the future.

Thank you,



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov



215 Kiowa Decks.pdf

192K

Gary Vance <doctorskier@gmail.com>

Sat, Sep 11, 2021 at 8:13 AM

To: Sara Aragon <saragon@bennett.co.us>

did not get any attachment of the plan

[Quoted text hidden]

Gary Vance <doctorskier@gmail.com>

Sat, Sep 11, 2021 at 8:40 AM

To: Sara Aragon <saragon@bennett.co.us>

What i was also trying to convey is the only reason I have to bring it up to code is because I repaired and replaced more than 20 or 25% of the deck. If it is so dangerous the way it was and is constructed every deck built would have to be replaced. I was asking for a little forgiveness for not knowing i needed a permit for repairing a deck the same way its been for 25 years. Apparently all I have done for this town has not helped me when it comes to this matter. I am aware the

Page 76

decks do not meet the new code but what the engineer has said is that they are safe constructed this way and has taken all liability out of your hands.

On Sat, Sep 11, 2021 at 4:54 AM Sara Aragon <saragon@bennett.co.us> wrote:

[Quoted text hidden]

Sara Aragon <saragon@bennett.co.us>
To: Trish Stiles <tstiles@bennett.co.us>

Mon, Sep 13, 2021 at 11:14 AM

Gary's Reply



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov

[Quoted text hidden]

Sara Aragon <saragon@bennett.co.us>
To: Gary Vance <doctorskier@gmail.com>, Trish Stiles <tstiles@bennett.co.us>

Tue, Sep 14, 2021 at 3:47 PM

Hello Gary,

I do understand your frustration, however regardless of when something was originally built, it is required that any updates are done in accordance with the current code cycle that has been adopted. The 20% or 25% replacement you are referring to would be to replace boards or maybe a single handrail. This project includes replacing the entire deck, including the structural items.

We will need you to re-submit plans that meet the code minimums. Gary, we do understand your dilemma, however we cannot waive building code. While the Town does appreciate the investments you have contributed to various projects in the past, unfortunately, we cannot make exceptions to the building code because of them.

Please let us know if you have any other questions.

Thank you,



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov

[Quoted text hidden]

August 23, 2021

Bennett Building Department
Town of Bennett
207 Muegge Way
Bennett, Co 80102

I have been unable to sit down and personally speak with a Building Department representative, so I am writing you. This concerns the decks on my apartment building at 215 Kiowa Ave, in Bennett.

Several joist needed to be replaced. However, I decided to not only replace several joist and then next year replace a few more, but to do the right thing and repair and replace the entire deck

I have always tried to keep my apartments in top shape and have never needed a permit to repair and replace an existing structure to the original design. After properly replacing 3 ½ out of the 4 decks, I was given a stop work order. I met with Tom Pritchard and was told I needed an engineers drawing and must remove the decks, cut out the siding and attach the already built decks to the sheathing. This violates the envelope of the building, which I feel will lead to moisture problems in the future. There was no compromise with Mr. Pritchard.

As a result, I contacted the Adams County Building Department for several hours. I was told:

- 1) The reason an engineer's stamp is needed is to CYA
- 2) They approve all drawings with an engineer's stamp
- 3) An engineer can use the Performance Method as apposed the the Prescriptive Method in designs.

I am applying for a permit which I didn't think I needed to repair the decks.

I just finished an addition on my home, which I did get a Building Permit for, and did use the same structural engineer as I am using for my apartment decks. I did not search out for a structural engineer that would put a stamp on whatever I asked. I feel that I tried to do the proper thing by repairing the entire deck instead of just the minimum and am being severely punished because of it.

I could have replace 25% of the deck every 6 months and there would not have had an issue. It may be a mute point, but the code does not stipulate a time frame for how much can be replaced how often. Is that yearly, monthly, daily or hourly? Just a thought.

Thank you and please feel free to discuss this with me or my engineer.

GARY VANCE - 303-910-5949 OWNER
SHARAM LAME 303-332-7208 ENGINEER



Sara Aragon <saragon@bennett.co.us>

Decks

Sara Aragon <saragon@bennett.co.us>

Tue, Aug 24, 2021 at 3:34 PM

To: doctorskier@gmail.com

Bcc: Savannah Vickery <svickery@bennett.co.us>

Hi Mr. Vance,

I did receive your letter and application regarding the deck at your property. I do apologize that I asked one of our staff to reach out, I was out of the office for a funeral.

I assure you, Tom is following the building code. Replacing entire decks in an occupied apartment building does require engineered drawings. If this were a situation that you were simply replacing a board or two of decking or a broken rail in the railing that would be considered maintenance. However, you were removing the entire deck and replacing the joists and all of the decking and railing, that scope of work does trigger a building permit.

Regardless of when a building is built, if you make updates such as replacing entire decks, it is required for them to be designed and built per the current code, not the code that the building was originally built under.

I am not entirely sure what code Adams County follows or how they approve plans or inspections, we are a separate jurisdiction from them. While they may just simply approve plans or inspections if they are stamped or completed by an engineer, that is not the process we follow.

I do understand your frustration with the whole situation, however our inspectors job is to ensure that projects are built to meet the code minimums. Moving forward, to avoid this in the future, we are happy to answer questions regarding any projects you plan on doing to let you know if you need a building permit so you can get it ahead of the work and ensure that it meets requirements. We will get this submitted for plan review and let you know when your permit/plans have been approved.

I am sorry you feel frustrated, I do understand. Our building inspectors number one priority is life and property safety. Please let me know if you have any questions.

Thank you,



Sara Aragon | Community Development Manager
207 Muegge Way | Bennett CO, 80102
(303)644-3249 ext.1012 | saragon@bennett.co.us
townofbennett.colorado.gov



Sara Aragon <saragon@bennett.co.us>

Decks

Gary Vance <doctorskier@gmail.com>

Tue, Aug 24, 2021 at 4:34 PM

To: Sara Aragon <saragon@bennett.co.us>

i feel this has nothing to do with safety its about the "code" which my engineer and Adams county have said the performance method of engineering can be used as opposed to the prescriptive method . The decks were very unsafe in the shape they were in and i tried to remedy that . I have have now done my do diligence and it sounds as if thats to no avail According to Tom the only thing in Question is the 1/2 inch of siding behind the decks But thank you for responding

[Quoted text hidden]

**NOTICE OF PUBLIC HEARING
BENNETT BUILDING CODE BOARD OF APPEALS**

Notice is hereby given that the Town of Bennett Building Code Board of Appeals will hold a public hearing on Tuesday, October 12, 2021 at 7:00 p.m. Such hearing will either be conducted at the Bennett Town Hall, 207 Muegge Way, Bennett CO, 80102, or electronically in accordance with policies adopted by Resolution of the Board of Trustees. If the hearing will be held as part of an electronic meeting, notice will be posted on the Town's website at townofbennett.colorado.gov at least twenty-four (24) hours before the meeting with instructions regarding how interested persons may join and participate in the electronic hearing.

The purpose of the hearing is to consider an application submitted by Gary Vance appealing a decision by the Bennett Building Official concerning deck construction at the Tymanike apartments located at 215 Kiowa Ave, Bennett, Colorado 80102. The subject matter of the appeal is the method for anchoring/attaching decks to a primary structure.

Any interested person may appear at the hearing and be heard regarding the matters under consideration. Copies of the appeal are on file at, and further information can be obtained from, the Bennett Building Department at (303) 644-3249.



welcome neighbors.

9/28/2021

Gary Vance
Tymanike Properties, LLLP
2545 Haskell Place
Watkins, CO 80137

Subject: **NOTICE OF PUBLIC HEARING BENNETT BUILDING CODE BOARD OF APPEALS**

Dear Mr. Vance,

Notice is hereby given that the Town of Bennett Building Code Board of Appeals will hold a public hearing on Tuesday, October 12, 2021 at 7:00 p.m. Such hearing will either be conducted at the Bennett Town Hall, 207 Muegge Way, Bennett CO, 80102, or electronically in accordance with policies adopted by Resolution of the Board of Trustees. If the hearing will be held as part of an electronic meeting, notice will be posted on the Town's website at townofbennett.colorado.gov at least twenty-four (24) hours before the meeting with instructions regarding how interested persons may join and participate in the electronic hearing.

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Any interested person may appear at the hearing and be heard regarding the matters under consideration. Copies of the appeal are on file at, and further information can be obtained from, the Bennett Building Department at (303) 644-3249.

Sincerely,

Sara Aragon

Community Development Manager

Town of Bennett



welcome neighbors.

9/28/2021

Tenant
Tymanike Apartments
215 Kiowa Ave
Bennett, CO 80102

Subject: **NOTICE OF PUBLIC HEARING BENNETT BUILDING CODE BOARD OF APPEALS**

Dear Tenant,

Notice is hereby given that the Town of Bennett Building Code Board of Appeals will hold a public hearing on Tuesday, October 12, 2021 at 7:00 p.m. Such hearing will either be conducted at the Bennett Town Hall, 207 Muegge Way, Bennett CO, 80102, or electronically in accordance with policies adopted by Resolution of the Board of Trustees. If the hearing will be held as part of an electronic meeting, notice will be posted on the Town's website at townofbennett.colorado.gov at least twenty-four (24) hours before the meeting with instructions regarding how interested persons may join and participate in the electronic hearing.

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Any interested person may appear at the hearing and be heard regarding the matters under consideration. Copies of the appeal are on file at, and further information can be obtained from, the Bennett Building Department at (303) 644-3249.

Sincerely,

Sara Aragon

Community Development Manager

Town of Bennett

1604.8.3 Decks.

Where supported by attachment to an *exterior wall*, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads as applicable. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. Connections of decks with cantilevered framing members to exterior walls or other framing members shall be designed for both of the following:

1. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, acting on all portions of the deck.
2. The reactions resulting from the dead load and live load specified in Table 1607.1, or the snow load specified in Section 1608, in accordance with Section 1605, acting on the cantilevered portion of the deck, and no live load or snow load on the remaining portion of the deck.

1604.9 Wind and seismic detailing.

Lateral force-resisting systems shall meet seismic detailing requirements and limitations prescribed in this code and ASCE 7 Chapters 11, 12, 13, 15, 17 and 18 as applicable, even where *wind load effects* are greater than *seismic load effects*.

Exception: References within ASCE 7 to Chapter 14 shall not apply, except as specifically required herein.

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1604.10 Loads on storm shelters.

Loads and load combinations on storm shelters shall be determined in accordance with ICC 500.

SECTION 113

BOARD OF APPEALS

[A] 113.1 General.

In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

[A] 113.2 Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

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[A] 113.3 Qualifications.

The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

Sec. 18-1-20. Amendments.

The following sections of the *International Building Code* are hereby amended as follows:

- (a) Section 101.1 (Title) is amended by the addition of the term "Town of Bennett" where indicated.
- (b) Section 101.4.3 (Plumbing) is amended by the deletion of the last sentence.
- (c) Section 105.2 (Work exempt from permit) is amended by deletion of number 2 in its entirety and replacement of number 2 with the following:
 - 2. Fences not over 6 feet (1829 mm) high.
- (d) Section 105.5 (Expiration) is amended to read as follows (words to be deleted are stricken through ; words to be added are underlined):

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated and a fee of ten percent (10%) of the original permit fee or five dollars (\$5.00), whichever is greater shall be collected. Upon expiration of any building permit, the applicant shall not proceed with any work on the site until such time as applicant receives a new permit, for which applicant has submitted a new, complete permit application along with payment of all applicable fees.

- (e) Section 109.1 (Payment of fees) is amended to read as follows (words to be deleted are stricken through ; words to be added are underlined):

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. A plan review fee shall be paid at the time a plan is submitted for review. All other fees shall be paid at the time the permit is issued. The plan review fee shall be based on the estimated value of the work. To the extent the building official determines additional plan review fees are due, such additional fees shall be paid before the permit is issued. To the extent the building official determines that excess plan review fees were paid at the time the plan was submitted for review, the excess fees shall be refunded, or at applicant's request, credited to building permit fees due at the time of permit issuance.

- (f) Section 109.4 (Work commencing before permit issuance) is amended to read as follows (words to be deleted are stricken through ; words to be added are underlined):

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees equal to 100% of the original building permit fee in addition to the required permit fees.

- (g) Section 109.6 (Refunds) is amended by deleting the section in its entirety and replacing the section with the following:

The Town may authorize refunds as set forth in a fee schedule adopted by the Board of Trustees by resolution.

- (h) Section 113.1 (General) is amended by deleting the last two sentences and inserting the following:

The members of the Board of Appeals shall be comprised of the members of the Town Board of Trustees.

- (i) Section 113.3 (Qualifications) is amended by deleting the section in its entirety.

-
- (j) Section 202 (Definitions) is amended by addition of the following definition:

"Sleeping Room" (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1207 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.

- (k) Section 1612.3 (Establishment of flood hazard areas) is amended by the insertion of "Town of Bennett" where indicated in [Insert Name of Jurisdiction] and the date of the latest flood insurance study for the Town, were indicated in [Insert Date of Issuance].
- (l) Appendix J (Grading) is amended by the addition of new sections "J112 Grading Fees" and "J113 Performance Guarantees" which shall read as follows:

Section J112 Grading Fees.

J112.1 General. Fees shall be assessed in accordance with the provisions of this section and in the amount set forth in a fee schedule adopted by the Board of Trustees by resolution.

J112.2 Plan review fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be as set forth in a fee schedule adopted by the Board of Trustees by resolution. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this code. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

J112.3 Grading permit fees. A fee for each grading permit shall be paid to the building official as set forth in a fee schedule adopted by the Board of Trustees by resolution. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this code. There shall be no separate charge for standard terrace drains and similar facilities.

Section J113 Performance Guarantees.

The building official may require a performance guarantee in the form of a bond, letter of credit or cash escrow in such form and amounts as may be deemed necessary to ensure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.

(Ord. No. 717-20 , § 1, 10-27-2020)

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Administrator
DATE: October 12, 2021
SUBJECT: IGA Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services

Background

The largest single expense to the Town of Bennett annually is the law enforcement contracts with both Adams and Arapahoe Counties. The Town enters into Intergovernmental Government Agreements (IGA) with each county to serve as the Town of Bennett Law Enforcement Agency for Bennett in the geographic area of the Town for each separate county.

The Board of Trustees directed staff at the end of 2020 to review the law enforcement IGA with the Adams County Sheriff for services in 2022. Staff also presented information regarding costs for Law Enforcement services to be provided internally through the creation of a Police Department. After review, the Board concluded that it is in the best interests of the Town to continue the IGA with Adams County Sheriff for Law Enforcement Services in 2022. In addition, the Board requested that Staff work with the Sheriff and County staff to explore a flat rate contract for 2022.

In addition to the IGA, the Town Board approved two full-time Community Service Officers (CSOs) for the Town of Bennett who will assist in not only code enforcement and animal control but will also serve in some duties such as parking enforcement and neighborhood patrol to alleviate duties with both the Adams and Arapahoe County Sheriff Offices. The program aims to provide more assistance to Town residents as well as build support with the Sheriff Offices.

Proposed Contract

The Adams County Sheriff, County and Town Staff worked to change the contract to a flat rate and the following updated IGA is proposed for consideration and approval by the Board this evening.

The level of service does not change from 2021 to 2022 and still includes the following:

- Two full-time patrol deputies
- Part-time services of a detective (37.5% of full-time work schedule)
- Sergeant (25% of full-time work schedule)
- Commander (25% of full-time work schedule)

The base fee for the 2022 IGA will be Three Hundred Ninety Thousand Dollars (\$390,000.00) in quarterly installments.

Staff Recommendation

Staff recommends approval of Resolution 889-21, a resolution approving an Intergovernmental Agreement with Adams County for the provision of law enforcement services.

Attachments

1. Intergovernmental Agreement Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services – redline version
2. Intergovernmental Agreement Between Adams County, Colorado and the Town of Bennett for Law Enforcement Services – clean version
3. Draft Resolution No. 889-21

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY, COLORADO AND THE TOWN OF BENNETT
FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES (Law Enforcement IGA) is made this day of _____, 2021, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," on behalf of the Adams County Sheriff's Office, and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County is a county of the state that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended; and
WHEREAS, Bennett is a municipal corporation that has been duly established and is operating pursuant to Colo. Const. arts. XIV and XV and Title 31, C.R.S.; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and Bennett are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and the Board of County Commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and,

WHEREAS, the County and Bennett mutually desire to contract for law enforcement services.
NOW, THEREFORE, the County and Bennett, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES TO BE PROVIDED BY THE COUNTY

The Adams County Sheriff's Office shall provide law enforcement services to Bennett including: patrol duties; follow-up investigations of criminal matters; supervision of the assigned personnel; and will meet with Bennett management to ensure assignment of appropriate resources for anticipated events and address any concerns of the Parties. For 2022, the personnel necessary to provide these services as determined by the Sheriff's Office are as follows: two full-time patrol deputies, and part-time services of a detective (37.5% of full-time work schedule), sergeant (25% of full-time work schedule) and commander (25% of full-time work schedule) as set forth in further detail in Attachment A to the Agreement, attached hereto and incorporated by reference as if set forth fully herein.

All employees providing law enforcement services to Bennett shall be employees of the County, and not of Bennett, and all equipment and supplies provided incidental thereto shall be and remain the property of the County.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in the Attachments, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II- RESPONSIBILITIES OF BENNETT

Bennett shall provide information as necessary or requested by the County to enable its performance under this Law Enforcement IGA. Bennett hereby expressly delegates to the Adams County Sheriff's Office authority to enforce any and all laws applicable to and within the territory of Bennett.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2022 and ending on December 31, 2022. This Law Enforcement IGA may be renewed for additional one-year terms, but only upon written notice from Bennett that it wishes to renew the agreement for an additional year. For fiscal planning purposes, such notice must be received by the County on or before August 31st of each year.

SECTION IV- FEE SCHEDULE AND PAYMENT

A. Fee Schedule

Compensation for the ~~provided-base~~ law enforcement services set forth in Section I of this agreement and further detailed in Attachment A will be Three Hundred Ninety Thousand Dollars (\$390,000). Additional law enforcement resources may be charged at the overtime rate unless the additional hours are offset by unused hours as detailed in Attachment B. ~~calculated by the portion of time typically spent by the respective Sheriff's Office personnel to provide the services as set forth in Attachment A of this agreement. A complete breakdown of these costs is set forth in Attachment B.~~

B. Base Sum Payment

Bennett shall pay the County the base sum of Three Hundred Ninety Thousand Dollars (\$390,000.00) in quarterly installments for the services provided hereunder as set forth below.

Payments of the base sum are to be made in quarterly installments at the end of each three (3) month period. The County is to provide a statement at the close of each calendar quarter, and Bennett shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within forty (40) days after the submission of the billing, the County may satisfy such payment from any funds of Bennett that are in the hands of the County without advance notice to Bennett of the County's intention to do so, or the County may proceed in any manner provided by law to collect such indebtedness.

C. Billed Services Payment

This base sum does not include overtime hours worked by Sheriff's Office personnel or victim advocate services as needed to fully and safely provide these law enforcement services. Overtime hours and victim advocate services will be billed separately according to the fee schedule set forth in Attachment ~~BC~~, attached hereto and incorporated by reference as if set forth in full in this Agreement.

All overtime and victim advocate hours will be billed quarterly to Bennett as billed services. This billing statement for billed services shall be paid to the Adams County Sheriff's Office Finance Section and shall be handled separately from the quarterly installments to be paid to the Adams County Fiscal Affairs Department.

SECTION V- INDEPENDENT CONTRACTOR

In providing services under this Law Enforcement IGA, the County, including all employees of the Adams County Sheriff's Office, acts as an independent contractor and not as an employee of Bennett. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Law Enforcement IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Law Enforcement IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law.

Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Bennett. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Law Enforcement IGA.

SECTION VI- NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self- insurance. Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

SECTION VIII- TERMINATION

Either party may terminate this Law Enforcement IGA upon the provision of written notice to the other party at least three (3) calendar months prior to the effective date of the termination.

SECTION IX- MUTUAL UNDERSTANDINGS

D. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the 17th Judicial District, Colorado.

E. Compliance with Laws

During the performance of this Law Enforcement IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the

privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when exposed to, or provided with any data or records under this Law Enforcement IGA that are considered to be "Protected Health Information."

F. Record Retention

The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

G. Assignability

Neither this Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

H. Waiver

Waiver of strict performance or the breach of any provision of this Law Enforcement IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

I. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, pandemics, riots, fires, floods, earthquakes, or other acts of God.

J. Notice

Any notices given under this Law Enforcement IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Sheriff's Office
4430 S. Adams County Parkway
1st Floor, Suite W5400
Brighton, CO 80601
Phone: (303) 655-3237
Facsimile: (303) 655-3296

Adams County Attorneys' Office
4430 S. Adams County Parkway
Suite B5000
Brighton, CO 80601-8206
Phone: (720) 523-6116
Facsimile: (720) 523-6114

For the Town of Bennett:

Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806
Phone: (303) 644-3249
Facsimile: (303) 644-4125

K. Integration of Understanding

This Law Enforcement IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

L. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

M. Counterparts

This Law Enforcement IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

N. Parties Interested Herein

Nothing expressed or implied in this Law Enforcement IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

O. Severability

If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

P. Authorization

Each party represents and warrants that it has the power and ability to enter into this Law Enforcement IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

BOARD OF COUNTY
COMMISSIONERS ADAMS COUNTY,
COLORADO

Date

Date

Adams County Attorney's Office

Date

My Commission Expires on: _____

TOWN OF BENNETT

Royce Pindell, Mayor

Date

ATTEST:

Town Clerk or Town Manager

THE SIGNATURES OF ALL PARTIES MUST BE ATTESTED TO OR NOTARIZED.

ATTACHMENT A
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

1. **Agreement to Provide Law Enforcement Services.** The County agrees to furnish to Bennett reasonable law enforcement services as deemed necessary by the Adams County Sheriff's Office every day, to the extent practicable based on available resources and emergency needs, during the life of this Law Enforcement IGA. Law enforcement personnel will be allocated based on the historical needs of Bennett. The County agrees to furnish additional deputy sheriffs and contact a victim advocate as may be needed or requested by Bennett from time to time as long as such deputies and victim advocate are available and their assignment will not adversely affect law enforcement services provided to unincorporated portions of the County. The Sheriff reserves the right to determine all law enforcement functions including those deemed extraordinary. All extraordinary law enforcement services will be considered additional in nature and billed as such to Bennett. Bennett shall pay compensation for additional deputies as provided herein.
2. **Place and Nature of Services.** This Law Enforcement IGA will be implemented by the Adams County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Adams County Sheriff's Office to unincorporated portions of Adams County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputies supplied under this Law Enforcement IGA. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with the Sheriff's Office policies.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Adams County Sheriff's Office that requires service shall be handled as follows: Legal documents will be provided by Bennett to the Civil Section of the Adams County Sheriff's Office. Adams County Sheriff's Office personnel will serve only legal documents required to be served in Adams County. Bennett will pay for these legal services in accordance with the Adams County Sheriff's Office fee schedule, as set by the Colorado Revised Statutes.

Criminal and traffic enforcement action taken by deputies assigned to Bennett will be handled in the same manner and nature as enforcement action takes place within unincorporated territories of the County. Generally, it will be standard practice for deputies to utilize Bennett Municipal Ordinances for criminal and traffic charging whenever practical; however, appropriate charging shall remain at the deputies' discretion.

Law enforcement services provided to Bennett under this Law Enforcement IGA will be provided within that territory of Bennett that is located in Adams County.

Areas outside of Adams County, annexed by Bennett, will not be served under this Law Enforcement IGA. The Sheriff, or his designee, will meet with the Bennett Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

3. **Description of Services and Allocation of Resources.** Law enforcement services provided to Bennett under this Law Enforcement IGA will include patrol duties seven days per week with corresponding investigative and supervisory support as determined by the Sheriff's Office. Based on the historical needs of the town as determined by the Adams County Sheriff's Office and the safety of the deputies, the following personnel will be assigned for 2022: two full-time patrol

deputies, a part-time detective (37.5%), a part-time sergeant (25%) and a part-time commander (25%). The availability of staff and resources to provide these law enforcement services may fluctuate depending on the demands and exigencies of the Adams County Sheriff's Office. Similarly, as additional resources are needed to handle situations in Bennett, the Sheriff's Office will request further assistance.

4. **Personnel and Equipment.** The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services to be rendered hereunder. In the event the Parties determine that a law enforcement station should be maintained within the town limits, Bennett shall furnish an appropriate location as mutually agreed upon by the Parties at its own cost and pay for the expense of office space, furniture, furnishings, office supplies, custodial services, telephone, heating, electrical services, water and other utilities. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of Bennett, the same is to be supplied by Bennett at its own expense.

All equipment used in the performance of this Law Enforcement IGA, including vehicles, firearms, communication equipment, and supplies, shall remain the property of the County.

5. **Reports.** Incidental to and in addition to the services performed hereunder, the County shall furnish monthly Sheriff's reports of the activities of the deputies assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the Bennett Town Clerk.
6. **~~ChargesFees.~~** A ~~flat chargefee~~ of Three Hundred Ninety Thousand Dollars (\$390,000) will be charged for the law enforcement resources set forth in paragraph 6 of this Attachment A. ~~services. Additional law enforcement resources may be charged as set forth in Attachment B.~~

ATTACHMENT **BC**
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

Billed Services

Overtime:

All overtime hours for services provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Hourly Overtime Rate Based on Mid-grade Deputy: \$57.09

Quarterly overtime billing will be at the discretion of the Plains Section Commander. When possible, billable overtime hours can be adjusted against unused regular hours to avoid additional charges.

Victim Advocate Services:

Victim advocate hours provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Victim Advocate Hourly Rate Based on Mid-grade Salary: \$29.33

Victim Advocate Hourly Overtime Rate Based on Mid-grade Salary: \$44.00

All overtime and victim advocate services hours will be itemized and provided to the Town of Bennett with the quarterly billing statement.

Services provided by the Sheriff's Office as part of this annual agreement contract without additional charge include:

- *Records Section*
- *Laboratory Services*
- *Photography*
- *Evidence/Storage*
- *Administrative Services/Division Staff Hours*
- *Detective Division Staff Hours*
- *Patrol Division Staff Hours*
- *Warrants Section*
- *Crime Analysis*
- *Crime Prevention*
- *North Metro Narcotics Task Force*
- *T.A.C. Section - Traffic/Community Resource Team*

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY, COLORADO AND THE TOWN OF BENNETT
FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES (Law Enforcement IGA) is made this day of _____, 2021, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," on behalf of the Adams County Sheriff's Office, and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County is a county of the state that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended; and
WHEREAS, Bennett is a municipal corporation that has been duly established and is operating pursuant to Colo. Const. arts. XIV and XV and Title 31, C.R.S.; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and Bennett are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and the Board of County Commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and,

WHEREAS, the County and Bennett mutually desire to contract for law enforcement services.
NOW, THEREFORE, the County and Bennett, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES TO BE PROVIDED BY THE COUNTY

The Adams County Sheriff's Office shall provide law enforcement services to Bennett including: patrol duties; follow-up investigations of criminal matters; supervision of the assigned personnel; and will meet with Bennett management to ensure assignment of appropriate resources for anticipated events and address any concerns of the Parties. For 2022, the personnel necessary to provide these services as determined by the Sheriff's Office are as follows: two full-time patrol deputies, and part-time services of a detective (37.5% of full-time work schedule), sergeant (25% of full-time work schedule) and commander (25% of full-time work schedule) as set forth in further detail in Attachment A to the Agreement, attached hereto and incorporated by reference as if set forth fully herein.

All employees providing law enforcement services to Bennett shall be employees of the County, and not of Bennett, and all equipment and supplies provided incidental thereto shall be and remain the property of the County.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in the Attachments, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II- RESPONSIBILITIES OF BENNETT

Bennett shall provide information as necessary or requested by the County to enable its performance under this Law Enforcement IGA. Bennett hereby expressly delegates to the Adams County Sheriff's Office authority to enforce any and all laws applicable to and within the territory of Bennett.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2022 and ending on December 31, 2022. This Law Enforcement IGA may be renewed for additional one-year terms, but only upon written notice from Bennett that it wishes to renew the agreement for an additional year. For fiscal planning purposes, such notice must be received by the County on or before August 31st of each year.

SECTION IV- FEE SCHEDULE AND PAYMENT

A. Fee Schedule

Compensation for the base law enforcement services set forth in Section I of this agreement and further detailed in Attachment A will be Three Hundred Ninety Thousand Dollars (\$390,000). Additional law enforcement resources may be charged at the overtime rate unless the additional hours are offset by unused hours as detailed in Attachment B.

B. Base Sum Payment

Bennett shall pay the County the base sum of Three Hundred Ninety Thousand Dollars (\$390,000.00) in quarterly installments for the services provided hereunder as set forth below.

Payments of the base sum are to be made in quarterly installments at the end of each three (3) month period. The County is to provide a statement at the close of each calendar quarter, and Bennett shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within forty (40) days after the submission of the billing, the County may satisfy such payment from any funds of Bennett that are in the hands of the County without advance notice to Bennett of the County's intention to do so, or the County may proceed in any manner provided by law to collect such indebtedness.

C. Billed Services Payment

This base sum does not include overtime hours worked by Sheriff's Office personnel or victim advocate services as needed to fully and safely provide these law enforcement services. Overtime hours and victim advocate services will be billed separately according to the fee schedule set forth in Attachment B, attached hereto and incorporated by reference as if set forth in full in this Agreement.

All overtime and victim advocate hours will be billed quarterly to Bennett as billed services. This billing statement for billed services shall be paid to the Adams County Sheriff's Office Finance Section and shall be handled separately from the quarterly installments to be paid to the Adams County Fiscal Affairs Department.

SECTION V- INDEPENDENT CONTRACTOR

In providing services under this Law Enforcement IGA, the County, including all employees of the Adams County Sheriff's Office, acts as an independent contractor and not as an employee of Bennett. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Law Enforcement IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Law Enforcement IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law.

Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from Bennett. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Law Enforcement IGA.

SECTION VI- NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self- insurance. Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

SECTION VIII- TERMINATION

Either party may terminate this Law Enforcement IGA upon the provision of written notice to the other party at least three (3) calendar months prior to the effective date of the termination.

SECTION IX- MUTUAL UNDERSTANDINGS

D. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the 17th Judicial District, Colorado.

E. Compliance with Laws

During the performance of this Law Enforcement IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the

privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when exposed to, or provided with any data or records under this Law Enforcement IGA that are considered to be "Protected Health Information."

F. Record Retention

The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

G. Assignability

Neither this Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

H. Waiver

Waiver of strict performance or the breach of any provision of this Law Enforcement IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

I. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, pandemics, riots, fires, floods, earthquakes, or other acts of God.

J. Notice

Any notices given under this Law Enforcement IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Sheriff's Office
4430 S. Adams County Parkway
1st Floor, Suite W5400
Brighton, CO 80601
Phone: (303) 655-3237
Facsimile: (303) 655-3296

Adams County Attorneys' Office
4430 S. Adams County Parkway
Suite B5000
Brighton, CO 80601-8206
Phone: (720) 523-6116
Facsimile: (720) 523-6114

For the Town of Bennett:

Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806
Phone: (303) 644-3249
Facsimile: (303) 644-4125

K. Integration of Understanding

This Law Enforcement IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

L. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

M. Counterparts

This Law Enforcement IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

N. Parties Interested Herein

Nothing expressed or implied in this Law Enforcement IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

O. Severability

If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

P. Authorization

Each party represents and warrants that it has the power and ability to enter into this Law Enforcement IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

BOARD OF COUNTY
COMMISSIONERS ADAMS COUNTY,
COLORADO

Date

Date

Adams County Attorney's Office

Date

My Commission Expires on: _____

TOWN OF BENNETT

Royce Pindell, Mayor

Date

ATTEST:

Town Clerk or Town Manager

THE SIGNATURES OF ALL PARTIES MUST BE ATTESTED TO OR NOTARIZED.

ATTACHMENT A
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

1. **Agreement to Provide Law Enforcement Services.** The County agrees to furnish to Bennett reasonable law enforcement services as deemed necessary by the Adams County Sheriff's Office every day, to the extent practicable based on available resources and emergency needs, during the life of this Law Enforcement IGA. Law enforcement personnel will be allocated based on the historical needs of Bennett. The County agrees to furnish additional deputy sheriffs and contact a victim advocate as may be needed or requested by Bennett from time to time as long as such deputies and victim advocate are available and their assignment will not adversely affect law enforcement services provided to unincorporated portions of the County. The Sheriff reserves the right to determine all law enforcement functions including those deemed extraordinary. All extraordinary law enforcement services will be considered additional in nature and billed as such to Bennett. Bennett shall pay compensation for additional deputies as provided herein.
2. **Place and Nature of Services.** This Law Enforcement IGA will be implemented by the Adams County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Adams County Sheriff's Office to unincorporated portions of Adams County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputies supplied under this Law Enforcement IGA. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with the Sheriff's Office policies.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Adams County Sheriff's Office that requires service shall be handled as follows: Legal documents will be provided by Bennett to the Civil Section of the Adams County Sheriff's Office. Adams County Sheriff's Office personnel will serve only legal documents required to be served in Adams County. Bennett will pay for these legal services in accordance with the Adams County Sheriff's Office fee schedule, as set by the Colorado Revised Statutes.

Criminal and traffic enforcement action taken by deputies assigned to Bennett will be handled in the same manner and nature as enforcement action takes place within unincorporated territories of the County. Generally, it will be standard practice for deputies to utilize Bennett Municipal Ordinances for criminal and traffic charging whenever practical; however, appropriate charging shall remain at the deputies' discretion.

Law enforcement services provided to Bennett under this Law Enforcement IGA will be provided within that territory of Bennett that is located in Adams County.

Areas outside of Adams County, annexed by Bennett, will not be served under this Law Enforcement IGA. The Sheriff, or his designee, will meet with the Bennett Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

3. **Description of Services and Allocation of Resources.** Law enforcement services provided to Bennett under this Law Enforcement IGA will include patrol duties seven days per week with corresponding investigative and supervisory support as determined by the Sheriff's Office. Based on the historical needs of the town as determined by the Adams County Sheriff's Office and the safety of the deputies, the following personnel will be assigned for 2022: two full-time patrol

deputies, a part-time detective (37.5%), a part-time sergeant (25%) and a part-time commander (25%). The availability of staff and resources to provide these law enforcement services may fluctuate depending on the demands and exigencies of the Adams County Sheriff's Office. Similarly, as additional resources are needed to handle situations in Bennett, the Sheriff's Office will request further assistance.

4. **Personnel and Equipment.** The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services to be rendered hereunder. In the event the Parties determine that a law enforcement station should be maintained within the town limits, Bennett shall furnish an appropriate location as mutually agreed upon by the Parties at its own cost and pay for the expense of office space, furniture, furnishings, office supplies, custodial services, telephone, heating, electrical services, water and other utilities. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of Bennett, the same is to be supplied by Bennett at its own expense.

All equipment used in the performance of this Law Enforcement IGA, including vehicles, firearms, communication equipment, and supplies, shall remain the property of the County.

5. **Reports.** Incidental to and in addition to the services performed hereunder, the County shall furnish monthly Sheriff's reports of the activities of the deputies assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the Bennett Town Clerk.
6. **Fees.** A fee of Three Hundred Ninety Thousand Dollars (\$390,000) will be charged for the law enforcement resources set forth in paragraph 6 of this Attachment A. Additional law enforcement resources may be charged as set forth in Attachment B.

ATTACHMENT B
LAW ENFORCEMENT IGA WITH TOWN OF BENNETT

Billed Services

Overtime:

All overtime hours for services provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Hourly Overtime Rate Based on Mid-grade Deputy: \$57.09

Quarterly overtime billing will be at the discretion of the Plains Section Commander. When possible, billable overtime hours can be adjusted against unused regular hours to avoid additional charges.

Victim Advocate Services:

Victim advocate hours provided pursuant to this contract will be billed quarterly by the Adams County Sheriff's Office Finance Section to the Town of Bennett.

Victim Advocate Hourly Rate Based on Mid-grade Salary: \$29.33

Victim Advocate Hourly Overtime Rate Based on Mid-grade Salary: \$44.00

All overtime and victim advocate services hours will be itemized and provided to the Town of Bennett with the quarterly billing statement.

Services provided by the Sheriff's Office as part of this annual agreement contract without additional charge include:

- *Records Section*
- *Laboratory Services*
- *Photography*
- *Evidence/Storage*
- *Administrative Services/Division Staff Hours*
- *Detective Division Staff Hours*
- *Patrol Division Staff Hours*
- *Warrants Section*
- *Crime Analysis*
- *Crime Prevention*
- *North Metro Narcotics Task Force*
- *T.A.C. Section - Traffic/Community Resource Team*

RESOLUTION NO. 889-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ADAMS COUNTY FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to contract with each other to provide any function or service lawfully authorized to each of the contracting units; and

WHEREAS, the Town of Bennett and Adams County are authorized to provide law enforcement services in their respective jurisdictions, and are authorized by C.R.S. Sections 29-1-203 and 30-11-410 to contract with one another respecting such services; and

WHEREAS, the Town of Bennett wishes to contract for and Adams County will provide law enforcement services to the Town of Bennett for 2022; and

WHEREAS, the Board of Trustees has determined that the proposed Intergovernmental Agreement for law enforcement services is in the best interests of the Town and its citizens and desires to enter into such Intergovernmental Agreement with the County of Adams.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. The proposed Intergovernmental Agreement with the County of Adams for the provision of law enforcement services in 2022 is hereby approved in essentially the same form as the copy of such Intergovernmental Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Intergovernmental Agreement, except that the Mayor and Town Administrator are hereby further granted the authority to negotiate and approve such revisions to said Intergovernmental Agreement as the Mayor and Town Administrator determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

Section 3. The Mayor and Town Administrator are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Intergovernmental Agreement and to execute and deliver any and all documents necessary to effect the terms and conditions of such Intergovernmental Agreement.

INTRODUCED, ADOPTED, AND RESOLVED THIS 12th DAY OF OCTOBER, 2021.

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Resolution No. 889-21 - A resolution approving an Intergovernmental Agreement with Adams County for the provision of law enforcement services.

**Public Hearing Script
Board of Trustees**

MAYOR: I will next call the matter of the 2021 Comprehensive Land Use Plan to order. This is a public hearing on the adoption of the 2021 Town of Bennett Comprehensive Land Use Plan.

MAYOR: Ms. Hart, for the record, please state whether this hearing has been properly noticed.

[Town Clerk to confirm on record notice has been provided]

MAYOR Is there a staff presentation on this matter?

[Staff presentation/information]

MAYOR This is a public hearing. Please keep public comment to the issues before the Trustees. We will allow people who signed up to speak for up to 3 minutes each. Please DO NOT REPEAT points made by others. It is fine to say, "I agree with the Previous speaker's comments". Please direct your comments to the Trustees, not to Town staff.

MAYOR: Is there anyone here who wishes to speak on this issue?

[Public comment]

MAYOR: If there is no more public comment I will now close the public comment portion of the public hearing. We will now proceed to Trustees discussion. Are there any questions from the Trustees, or any discussion of the Trustees?

Who would like to begin?

Who is next?

Any other questions or comments?

MAYOR: We have a draft Resolution in front of us and I would entertain a motion.

MAYOR: We have a motion on the floor by Trustee _____ and a second by Trustee _____ to approve Resolution No. 888-21.

May we have a Roll-Call vote?

Motion carries/fails.

2021 TOWN OF BENNETT COMPREHENSIVE PLAN



INTRODUCTION

The Town of Bennett, Colorado is a rapidly evolving community on the high plains of Eastern Adams and Arapahoe Counties. Bennett residents enjoy the pleasures of small-town living, clean air, room to breathe and welcoming neighbors. While the Town's incorporated area is currently 5.9 square miles, Bennett is the shopping and service hub for over twenty thousand residents along the eastern Interstate 70 (I-70) corridor. Our residents have a unique mixture of rural and urban highlights, surrounded by ranchland and farmland; but only 25 miles from Denver and the alpine recreation of the Rocky Mountains only an hour's drive away. The major transportation network creates a transportation nexus ideal for influential development and economic vitality.

Bennett's community leaders are visionary and willing to take bold steps to secure the Town's future. As the Town continues to attract significant land development interest, it recognizes the guiding principles for public and private land development need to be updated to reflect our community's vision and regional planning interests. In the 2015 Comprehensive Plan, the Town identified a 91.4 square mile "**Area of Planning Interest**." While this planning area continues to influence what happens in Bennett, this 2021 update redefines the surrounding planning areas. The amended "**Area of Planning Influence**" is defined as an area that influences the Town's ability to provide services and grow; but, it does not align with annexation interests. More specifically, the Area of Planning Interest includes unincorporated infill properties within Bennett, contiguous properties and properties within a logical service area, ideal for future annexation for the Town. The Area of Planning Interest is further categorized into three focus areas for potential annexation. The areas are number based on the continuity for infrastructure, resources and services for the community. Each area describes the Town's primary vision for key expansion and includes specific goals and policies that will guide future planning and development in these areas. The Area of Planning Interest reflects a 30.2 square mile area for likely near-term development.

Bennett's plans for growth are matched by its objective to effectively master plan infrastructure and introduce a portfolio of water resources, including renewable and reuse water supplies. The prospect for expansion associated with the Town's recently adopted Capital Asset Inventory Master Plan is a fundamental tenet of this comprehensive plan.

Bennett is committed to responsible planned development; economic vitality; high-quality public services, resilient infrastructure, programs and policies; and the continued expansion of a healthy community. The 2021 Town of Bennett Comprehensive Plan is a focused update of the Town's 2012 and 2015 Comprehensive Plans. The updated 2021 Comprehensive Plan process involved master planning and public engagement efforts, including:

- The recently modernized Town of Bennett website, providing a page dedicated to master planning and guiding documents for public transparency.
- An update to the Town's social media and public information approach to provide details on upcoming meetings, meeting summaries, draft documents, and public comment forums.
- Adoption of the Capital Asset Inventory Master Plan (CAIMP), which lays the groundwork for the supporting infrastructure and resiliency of our community.
- In-person Engage.Shape.Build public forums with one-on-one conversations, educational presentations and community input boards.
- Adams County, Arapahoe County and Colorado Air and Space Port master planning efforts.
- Work sessions with the Adams County and Arapahoe County planning staff, the Bennett Planning Commission and Town Board.
- Public hearings before the Bennett Planning Commission and Town Board.

STRUCTURE AND USE OF THE PLAN

The 2021 Town of Bennett Comprehensive Plan Update is structured around nine planning themes - Neighborhoods, Economic Opportunity, Open Lands, Transportation, Services and Infrastructure, Community Health, Annexation, Community Partnerships and Resiliency. In addition, there is defined Area of Planning Influence and a focus on our Area of Planning Interest.

Each planning theme contains an achievable goal, key strategy, catalyst action, and one or more policy directives:

- An **achievable goal** is a statement of an ideal condition that can be accomplished. An achievable goal is supported by one or more key strategies, catalyst actions, and/or policy directives;
- A **key strategy** is a statement of a specific approach directed toward the achievement of a goal;
- A **catalyst action** is a statement of an initiative that will enhance the success of reaching an achievable goal. The Plan Monitoring section (page 20) identifies the short-term, mid-term, and long-term time frames established for the implementation of catalyst actions; and
- A **policy directive** is a statement consistent with a strategy to prescribe, restrict or otherwise guide or direct action.

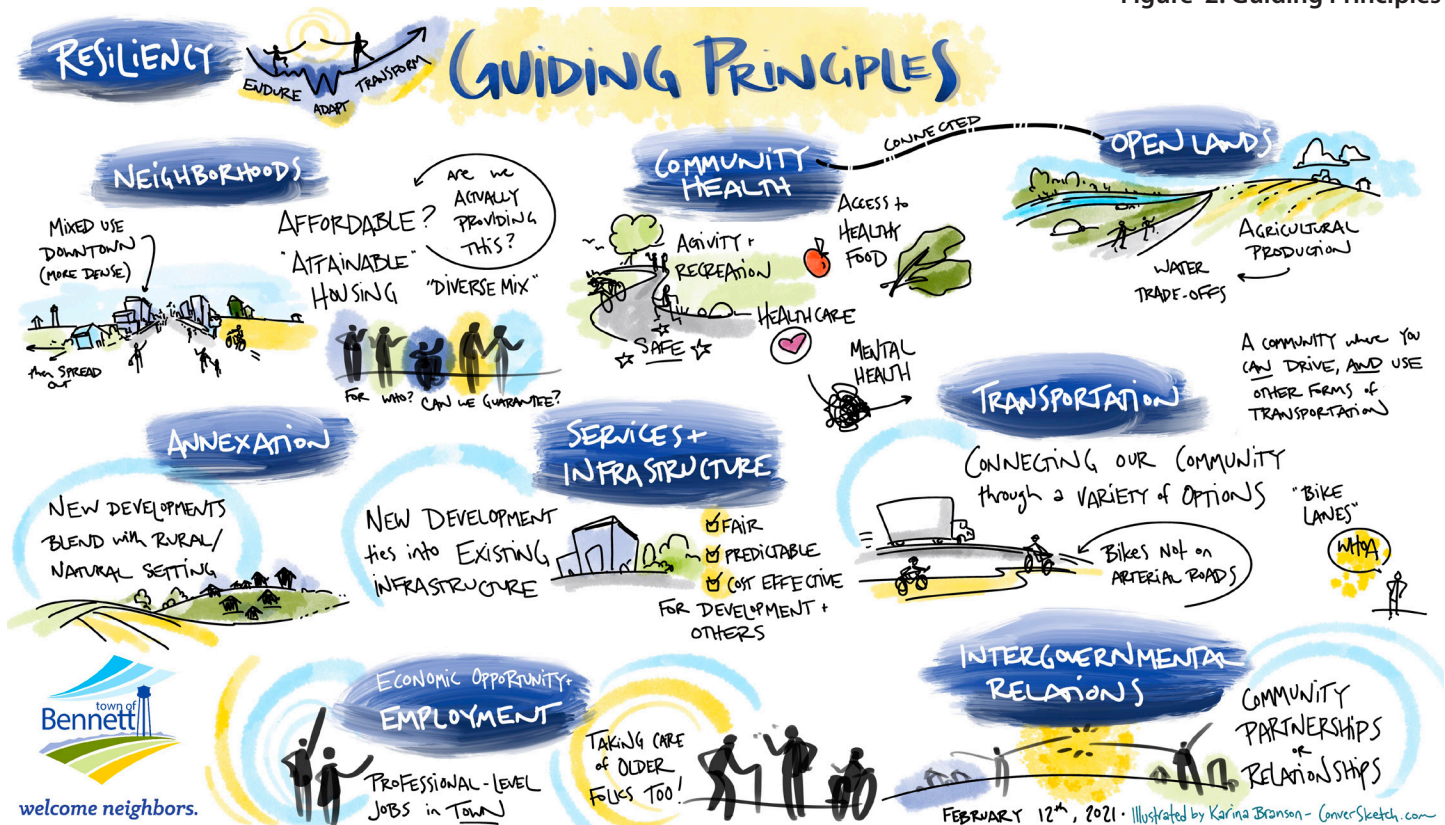
This plan is intended to provide elected and appointed officials, residents, business owners, landowners, project applicants, community partners and other stakeholders a broad policy tool for guiding decisions concerning growth and future land uses. As the Area of Planning Influence is regional in scale, plan implementation will require intergovernmental coordination and an additional level of public policy guidance and in-depth study. The focus areas, achievable goals, key strategies, catalyst actions and policy directives detailed within this document serve as the first generation of what is anticipated to be an ongoing, dynamic planning process. To further support the nine planning themes, the Board adopted a vision statement (Figure 1) and twelve guiding principles, as shown on page 3 (Figure 2), to establish our core values or standards to guide decision-making now and into the future.

Overall, this plan has been created to give successive public bodies a common framework for addressing land-use issues and set forth policies that foster a distinctive sense of place unique to Bennett. The plan is concluded by a summarized culmination and desired outcome accountability and tracking system within the plan monitoring section of this document.

Figure 1: Vision Statement



Figure 2: Guiding Principles



1. A comprehensive, safe and efficient transportation system that provides for all forms of travel, including vehicular, bicycle, pedestrian and public transit.
2. Develop neighborhoods that have a mix of land uses and densities with easy access to parks and open space, schools, cultural facilities, places of worship, shopping and employment.
3. Development of a Town Center in the heart of Bennett that will serve as our "downtown" offering easy access to shopping, dining, entertainment and employment.
4. Encourage a high-quality and diverse mix of housing, available to people of different backgrounds, income, age, abilities and all phases of life.
5. Commit to being good partners with other community agencies and organizations through; collaboration, leveraging funding, needs planning for future growth. Emphasize local relationships with the School, Library, Recreation, and Fire Districts.
6. Foster an attractive community that retains residents in all stages of life through attainable housing, continuing education and a robust job market.
7. Preserve and protect natural open space and other areas that have environmental significance, with an emphasis on flood hazard; water value; natural mineral wealth; or are prime open space locations.
8. Value the development of a healthy community with access to healthy foods, physical activity, recreation, healthcare and safe neighborhoods.
9. The Town strives to be resilient by providing a framework to understand and measure its capacity to endure, adapt and transform through economic, social, and physical stresses.
10. Design new developments in a manner to blend with the rural setting and preserve natural features and areas designated for agricultural production.
11. Contiguous land development pattern that promotes connected infrastructure and services in line with the capital asset inventory master planning documents.
12. Both land and infrastructure development decisions will be predictable and provide equitable cost-sharing in line with the Town's master plans.

COMMUNITY PROFILE

The Town of Bennett incorporated in 1930 and has steadily grown into a thriving and self-sustaining community with an excellent public school system and a growing hub for goods and services along the eastern I-70 corridor. The Town boasts over twelve miles of walking and biking trails, numerous parks, a community center, a recreation center and over 200 acres of protected open spaces. Currently, there are over 1,200 acres of land approved for development within the Town boundaries. Over half of that land being located within an Enterprise and Foreign Trade Zone, making Bennett a rising community with many attractive attributes for land developers and growing businesses.

Like many communities in rural Colorado, Bennett has an agricultural history and culture and has remained relatively small. However, since 2015, it is estimated the population has grown 33%, from 2,587 to approximately 3,200 persons by 2021 (Based on Water Account Data). The primary contributor to this increased population was the approval of new residential developments and a high demand for quality housing. In addition, two major annexations were approved during that period. Developing the Capital Asset Inventory Master Plan was a major policy change resulting in the expansion of the portfolio of water resources and identification of major infrastructure needs, providing the Town with the

capacity to accomodate development and responsibly absorb the impacts of growth. The below demographic information chart was provided by The Retail Coach, an economic development consulting firm.

While the incorporated 5.89 square miles of the Town is relatively small, Bennett is the service hub for the surrounding rural region. The total population of the trade area is currently over 20,000 and still growing. This population supports some of the nation's largest retail chains in Bennett, including King Soopers, Tractor Supply and Love's. Over 112 local business owners have called Bennett home for multiple generations. Bennett continues to cultivate a business-friendly community through our code and development processes. A stress-free commute also provides a significant labor shed of over 1.7 million workers within a 50-mile (approximately one-hour) radius, Figure 3. This, along with various workforce training and education programs, underline the Town's strong workforce pipeline available for economic vitality and expansion.

Visionary leaders in Bennett understand the importance of balancing "green spaces," unpopulated areas that help humans connect to their environment, with a built community that plays into its residents' overall happiness and mental well-being. Overall, the Town is committed to a community built with small-town character that is happy, connected, safe and innovative with the opportunity to live well and thrive.

Table 1: Community Demographic Profile

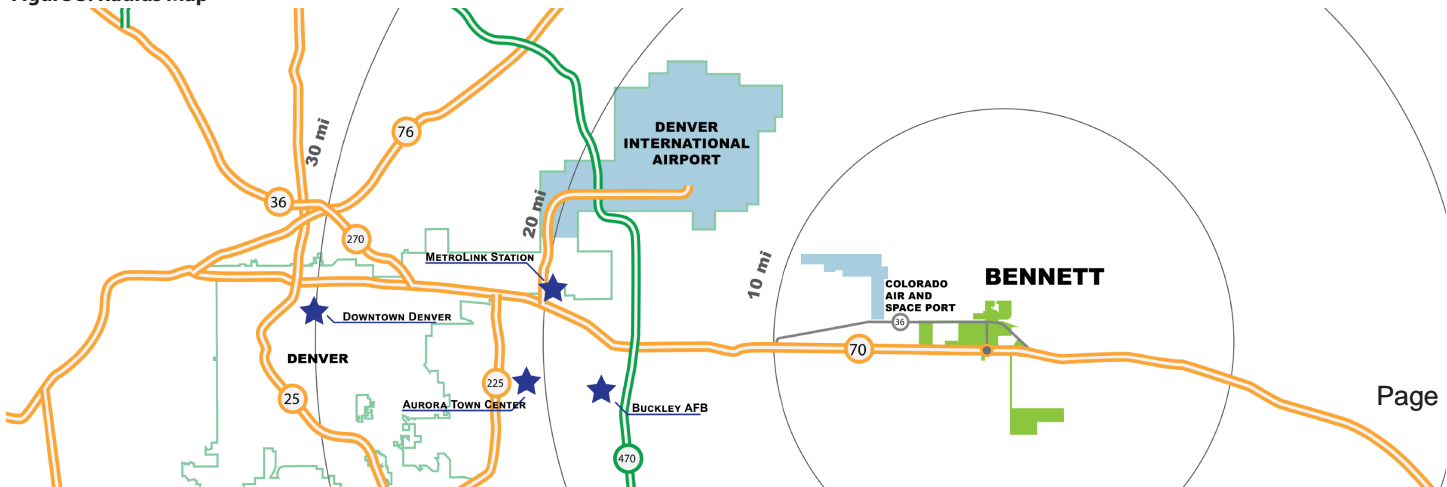
Population (2020 Census)	3,017
Population (2026 Estimate*)	6,694
Population (2010 Census)	2,308
Population Growth 2010-2020	24%
Trade Population (Service Hub Area*)	20,644
Median Age*	36.12
Median Household Income*	\$80,093
Households*	951

Table 2: Commute Times

Colorado Air and Space Port	10 Minutes
Denver International Airport	20 Minutes
Downtown Denver	25 Minutes
Denver Tech Center	35 Minutes
Rocky Mountains	50 Minutes
Hospital	20 Minutes

*Data Provided by The RetailCoach, August 2021.

Figure 3: Radius Map



SUMMARY OF PROJECTED GROWTH

The purpose of this section is to support the Town's projected growth by providing population and land use density projections over a long-term period as a basis for community resilience, economic indicators, mixed housing products and preservation of open lands. The research has been multi-faceted, first compiling and analyzing zoning data to project land uses and densities within the Town boundaries, assembling current population data unique Bennett to establish a population growth rate, and absorption assumptions to project up to date timelines.

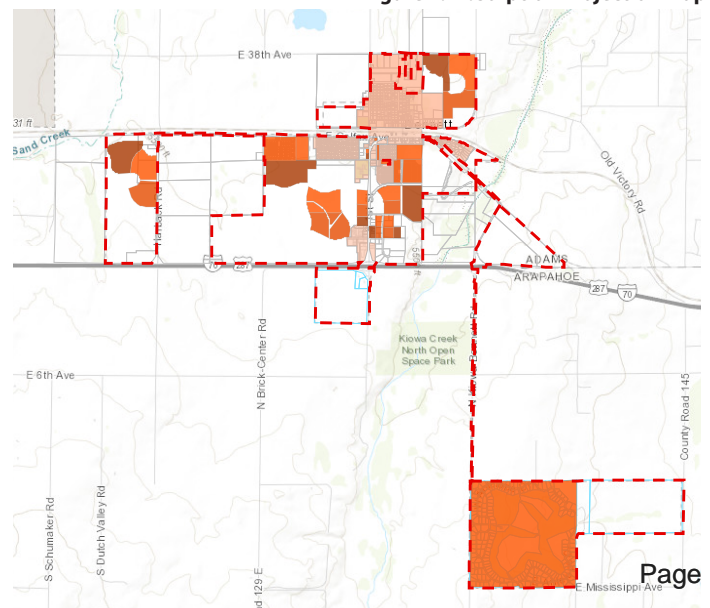
It is estimated that the Town currently has 1,200 acres of undeveloped land potential. These properties were identified through planning records, current zoning maps, landowner discussions, active applications and embedded in the Capital Improvements Planning and Development Project Status modules hosted in ArcGIS Online and updated on a case-by-case basis. The data was separated into residential versus non-residential development. In order to make comparable estimates for various development types, the projections are now assessed through the Single-Family Equivalent (S.F.E.) method, which considers the size of the property and the number of bedrooms in residential properties and restrooms in commercial properties to determine the estimated equivalence of impact of that proposed development. At the time of the CAIMP development, one S.F.E. was equivalent to 2.71 persons per household. Therefore, developments with more than one S.F.E. are allotted proportionally more impact in each tier. This methodology provides the framework for estimated equivalency in mixed-use products and growth projections, all of which is critical to future water planning for the Town's renewable water project.

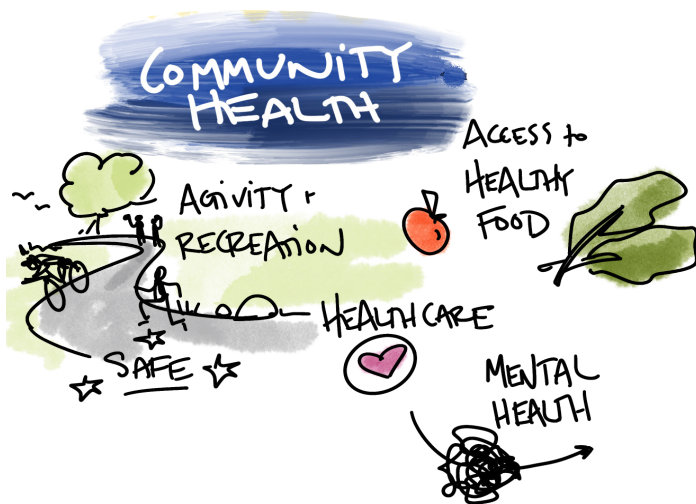
Next, the unique Bennett population summary was analyzed using data from the State Demography Office, input from the State Demographer's staff, the relevant Census data, and various discussions with the CAIMP team. Through this process, the potential for residential and commercial growth is significant in the Town based upon the property owner and developer interviews regarding the current market interests. The anticipation for growth is a result of three major contributing factors seen across the State. The first factor is the current and increasing population growth in the State, the second is the expansion and population increase in Metro Denver, and last the increase in housing prices that pushes buyers into surrounding areas such as Bennett. Bennett's residential market has been proven by prominent home builders with steady housing absorption rates over the last three years.

Finally, the absorption data was compiled through the developer interviews to determine and verify the information compiled in Geographical Information System (G.I.S). All absorption projections are based upon the developer's best estimate of how the market will respond. In the past ten years, all of Bennett's residential home market has been small infill until 2017 when LGI began to construct new homes and platted 250 new home sites. At the end of 2020, approximately 80% of these homes had certificates of occupancy. In 2021 the Town has five residential developments in various stages of construction with 948 platted lots and issued 129 certificates of occupancy. The 2021 absorption rate equates to approximately 14 SFE's per month.

The growth rates proposed were reviewed and vetted by the technical team and the Town leadership to determine Bennett's appropriate projected growth rate. Updating the growth projection models annually will be essential to the community's asset management and planning needs. The creation of CAIMP, the new G.I.S. framework, gives staff and consultants the ability to map land planning within an infrastructure model providing streamlined results for development and population projections. At the time of CAIMP, the Town's population is expected to reach 12,581 persons by the year 2029, which equates to approximately 4,358 S.F.E.'s (residential, industrial and commercial). The desired employment opportunities aligned job and housing expansion to reflect balanced growth in Bennett's future, reinforce one of the core concepts of the plan, which calls for neighborhood and employment centers with ample opportunities to live, work, and play locally.

Figure 4: Absorption Projection Map





Bennett is committed to providing a healthy, happy and safe lifestyle for all. Our capacity to plan and guide development through recreational activity, access to healthy food and healthcare initiatives reflect this commitment. On August 13, 2019, the Town adopted a robust Parks, Trails and Open Space Master Plan. This plan established a vision for the Town over the next ten years, giving the tool necessary to manage and enhance existing parks and plan for future parks, open spaces and trail connections throughout the community. This visioning process was an opportunity to update existing Town plans, including the previous 2009 Parks, Trails and Open Space Master Plan. Bennett has developed a multi-use trail that extends from the residential core of the community to the local shopping center, enabling safer pedestrian and bicycle grocery trips as well as improved

railroad crossings through the main HWY 79 and 36 intersection. Additionally, the primary grocer located within the incorporated Town, coupled with the relative population of Bennett, makes its progress in providing accessible healthy food options impressive.

An overarching objective for Bennett's community health is to increase residents' opportunities to make healthy food, mental health awareness and physical activity choices by implementing sustainable policies and practices for the built environment. As such, there is a strong emphasis on community health as an underlying principle to the Town of Bennett Comprehensive Plan. In particular, the Board has identified the desire to enhance community health by promoting healthcare recruitment strategies and incentives, as guided by the economic development assistance policy. Healthcare is highly recognized as a critical quality of life factor impacting the retention and attraction of Bennett residents and the workforce. Furthermore, healthcare is more important than just the services they provide. Access to high-quality, affordable health care institutions affects the workforce and community resiliency. Healthy, longer-living workers are more productive and happier. The more productive and happier your workforce is, the more they are likely to stay and invest in their community.

Achievable Goal: To promote healthy eating and active living.

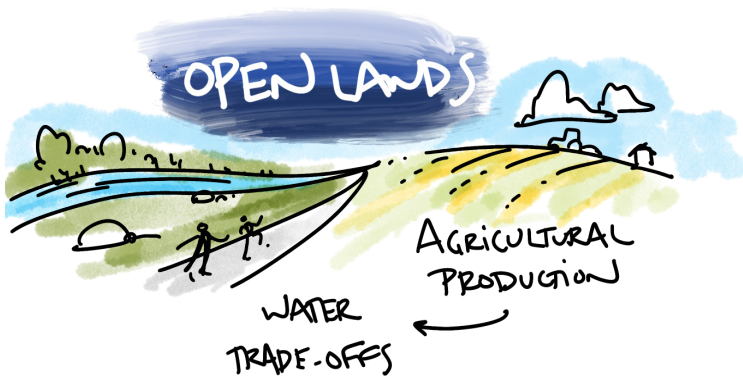
Key Strategy: Increase public health resources through partnerships with organizations such as: Tri-County Health Department, LiveWell Colorado, the Colorado Health Foundation and others as a model healthy community initiative.

Catalyst Action: Conduct an assessment of local and regional plans adopted by the Town, Adams and Arapahoe County and other regional governing bodies to link trail systems and open space.

Policy Directive: The Town shall ensure the creation of a built environment that supports healthy options for physical activity and good nutrition as foundations for sustainable health.

Policy Directive: The Town shall implement recommendations from the 2019 Parks and Open Space Master Plan to provide for the recreational and tourism needs of residents and visitors to encourage other sports or other recreational activities along with the commercial facilities supporting such uses.





The bulk of the Planning Area of Interest consists of open lands, characterized by sizeable agricultural landholdings with pockets of very low density, large lot residential areas. The area also includes four major (one hundred year event) floodplains that serve as natural drainage and riparian corridors. During the May 2021 Engage.Shape.Build public input meeting, it was evident that our residents place a high value on their environment and strongly desire the preservation of a rural lifestyle.

Unique among other communities in Colorado, Bennett's availability of open land creates a promising impact for development along with the preservation of the natural environment that will later define the physical character and image of the rural community. The extensive network of trails, open space corridors and conservation areas weaves through the fabric of each development application, connecting with parks, neighborhoods, schools, community facilities, employment centers and activity districts. Identifying rural preservation areas within new developments helps the Town assure residents access to a range of recreation opportunities and benefit from the protection of sensitive environmental habitats, water bodies and view corridors. Additionally, it is duly noted that preservation of open space provides a water trade-off, as these land areas will drastically reduce the overall water impact. Overall, this open lands effort connects residents to regional trails, neighboring jurisdiction open space and water sustainability for planned density developments. Since 2015, the Board of Trustees has taken several steps that aid in preserving open space. First, by the Code

adoption of land dedication requirements. Dedication requirements at the time of subdivision allow for the dedication of vacant land for the purposes of public parks, trails, open space, public facilities or recreational purposes. Next, by taking ownership over Bennett Regional Park and Open Space containing 193 acres. The property was previously a privately owned 18-hole golf course named "Antelope Hills" and now supports Recreation, Relatively Natural Habitat and Open Space conservation values. In particular, the property provides public access to open space and for outdoor recreation and trail connections from the Antelope Hills Community to the Kiowa Creek North Open Space and surrounding rural areas for the use and enjoyment of the general public. In addition, since taking ownership of the property in April 2013, all of the concrete trail systems from the golf course have been removed, and replantation of early-seral plants and weeds mitigation to restore historical conditions of a healthy short-grass prairie system have been completed. As a result, this well-established conservation easement now protects all 193 acres of Bennett Regional Park and Open Space. Finally, the Town recently entered into an option to purchase agreement to preserve approximately 156 acres of native creek habitat within the floodplain, serving as a natural drainage and riparian corridor within the Northern Kiowa Creek Preserve.

In summary, while the Town has made significant strides in the preservation of open space, it is recognized that in order to maintain the rural character of the area, subdivided lots created should be screened, clustered or distributed in such a manner as to minimize visual and environmental impacts and maximize the use of existing roads and utilities, and that continued efforts for public acquisition of open space property should be prioritized whenever possible.

Achievable Goal: To protect and preserve the rural nature of open lands.

Key Strategy: Identify parcels with the Focus Areas for potential open space acquisition.

Catalyst Action: Work with Arapahoe County's Open Space Master Planning efforts to redefine their North Open Space parcel and identify the trail linkage program for connectivity with the Town's trail system.

Policy Directive: The Town shall encourage future open space acquisitions and identify preservation efforts, as a way to protect their natural values.





The Summary of Projected Growth (page 5) notes demand in the next ten years for 4,358 additional S.F.E.'s within the Area of Planning Interest. Providing a balanced mix of housing opportunities in the Town will continue to be a focus of planning efforts in each development. Ensuring that a wide range of incomes, age groups and lifestyle choices are accommodated, will reinforce the Town's desire to be a place in which to live and work, inclusive of all.

A guiding principle of this plan is to develop neighborhood centers that allow for a mix of land uses with increases in densities, which is a departure from the historical growth pattern in the corridor. Benefits of concentrated mixed-use development include an efficient land use pattern that increases transportation choices, reduces energy consumption, promotes water conservation and offers more opportunities for social interaction. In addition, the Town will pursue a variety of strategies to maintain the affordable housing stock that currently exists comparable to the Denver Metro area.

Neighborhood centers are characterized by a core of civic, educational, entertainment, office and retail uses that support surrounding residential uses of varying types and densities. Each center's development will vary in density and intensity from large master-planned neighborhoods on the within the Area of Planning Interest to smaller in-fill projects within the Town's core.

In 2021, the Town commenced draft updates to its Chapter 16 Land Use Code, inclusive of zoning regulations and the adoption of interactive Zoning and Development maps. To foster new and in-fill development, the interactive maps and revamped applicants guides now provide real-time information to developers and are intended to offer transparent and streamlined development process.

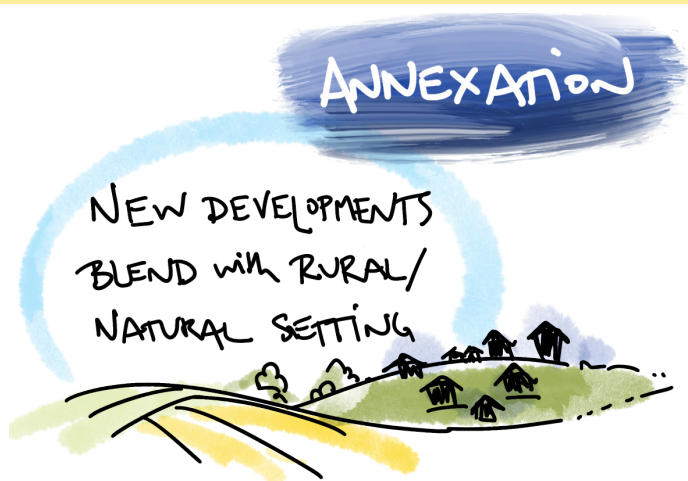


Achievable Goal: To provide diverse housing types at various densities and a mix of appropriate land uses.

Key Strategy: Foster innovative infrastructure practices, site planning, and mixed-use development patterns.

Catalyst Action: Prepare design guidelines and transition the Town's existing PD's and outdated zoning districts into one of the new zoning districts.

Policy Directive: The Town shall encourage master-planned, mixed-use development in concentrated centers.



Annexation Focus Areas 1, 2, and 3 correspond to the three-mile annexation boundaries;

- The timing of annexation in each Focus Area will be dependent on the ability to provide infrastructure and services to the property. Conversely, resources underlying lands rich in water supply, open space and/or other Town desired resources, may provide an opportunity for prioritization of annexation; and
- Through various planning efforts, the Town will seek to strike a balance among the many competing demands on land by creating development patterns that are orderly and rational, provide the greatest benefits for individuals and the community as a whole and avoid nuisance conflicts between land uses.

A fundamental principle forming the basis for the Town's annexation policy is that annexation is an agreement between a willing landowner and a willing local government. Therefore, the Town and property owner should enter into a pre-annexation agreement as a precursor to any annexation. Pre-annexation agreements establish the conditions of annexation and provide the Town and property owner with a set of negotiated obligations upon annexation.

Three annexation growth areas are outlined in Figure 5 below, and referenced herein as Focus Areas, all within the Planning Area of Interest. These growth areas are intended to provide guidance, not an obligation, or priority for future annexation by the Town or landowners. In general, these are areas that may be candidates for annexation. Additional considerations include:

- With minor exceptions, Colorado annexation statutes limit the extension of a municipal boundary to no more than three miles within any one year. In general,

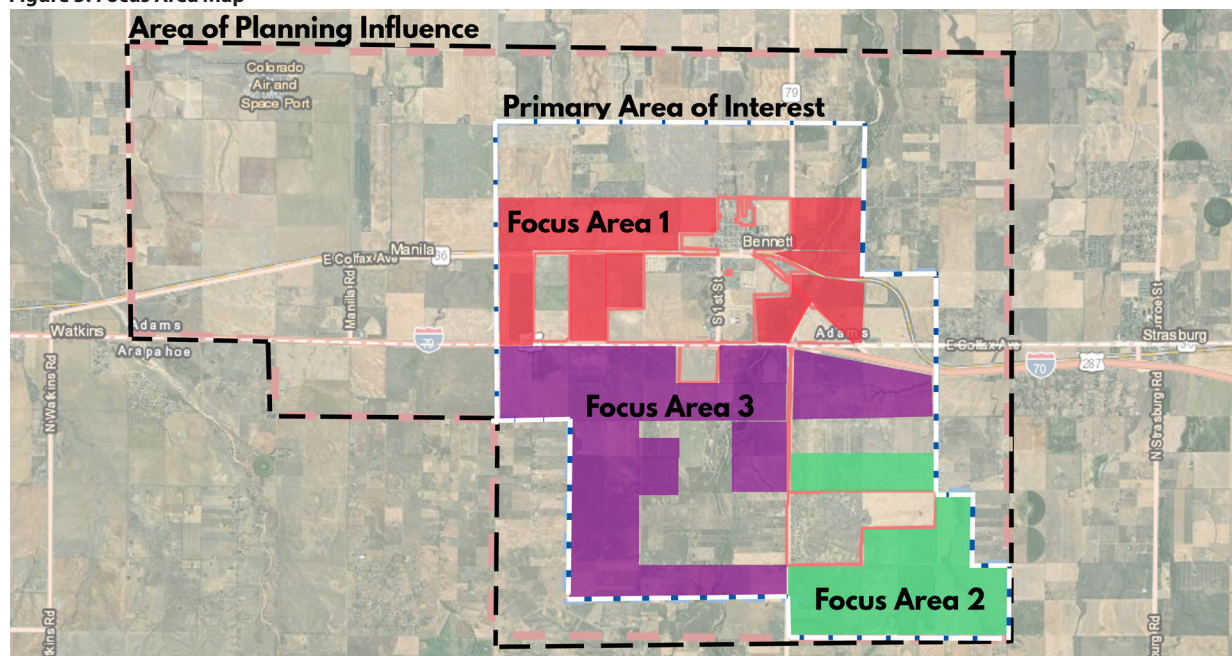
Achievable Goal: To support the development of Bennett as a healthy community with interconnected employment and neighborhood centers.

Key Strategy: Utilize incorporated lands and public rights-of-way to establish continuity for future annexation of land on a prioritized basis.

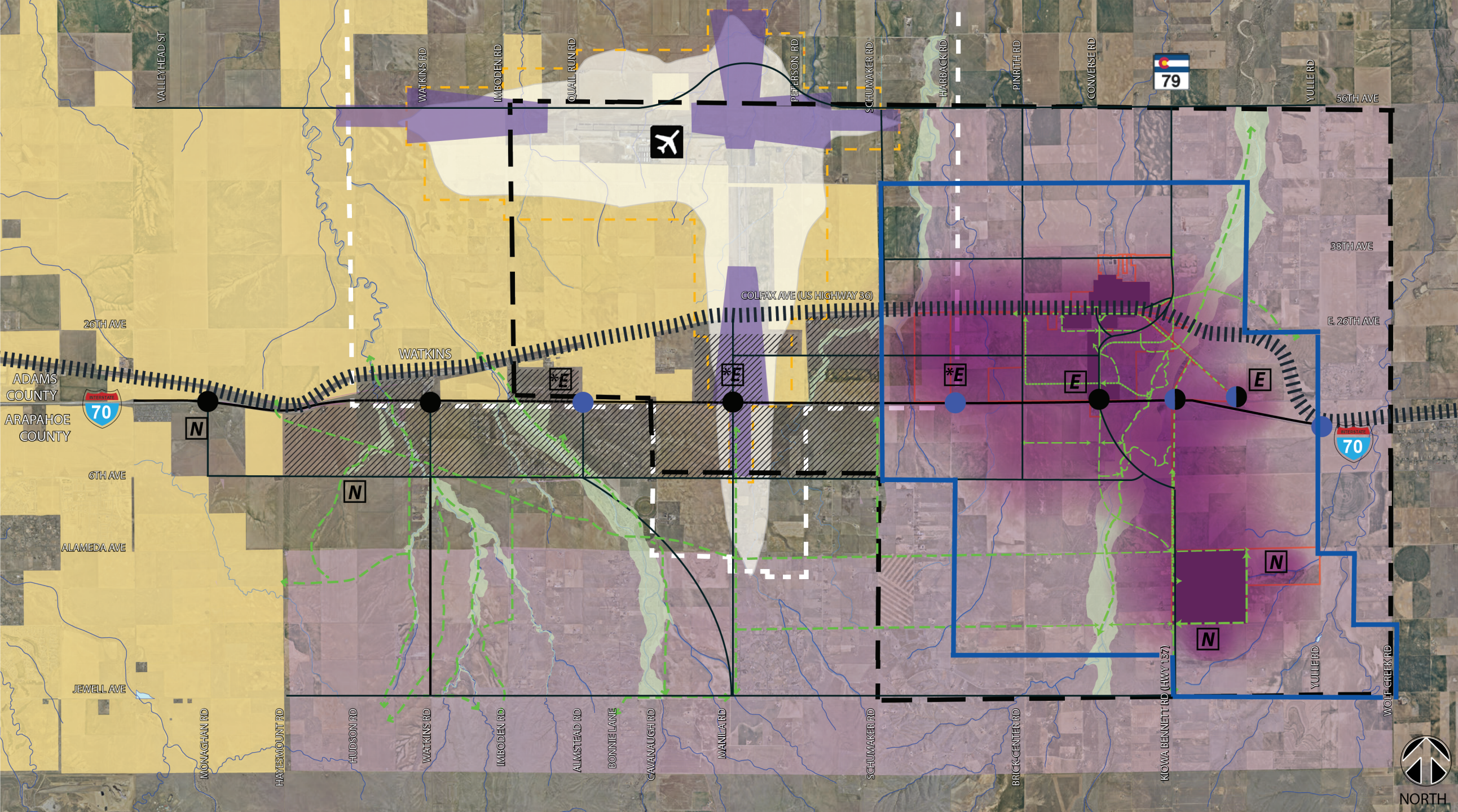
Catalyst Action: Update on an annual basis the Town's Three Mile Area Plan that serves to support Colorado statutory provision C.R.S. § 31-12-105, which requires that a municipality have a plan in place prior to the annexation of any land.

Policy Directive: Existing rural residential subdivisions in all annexation priority areas shall not be considered for annexation, unless critically in need of sewer and/or water service due to environmental concerns, failing septic systems, or poor water quality or quantity.

Figure 5: Focus Area Map

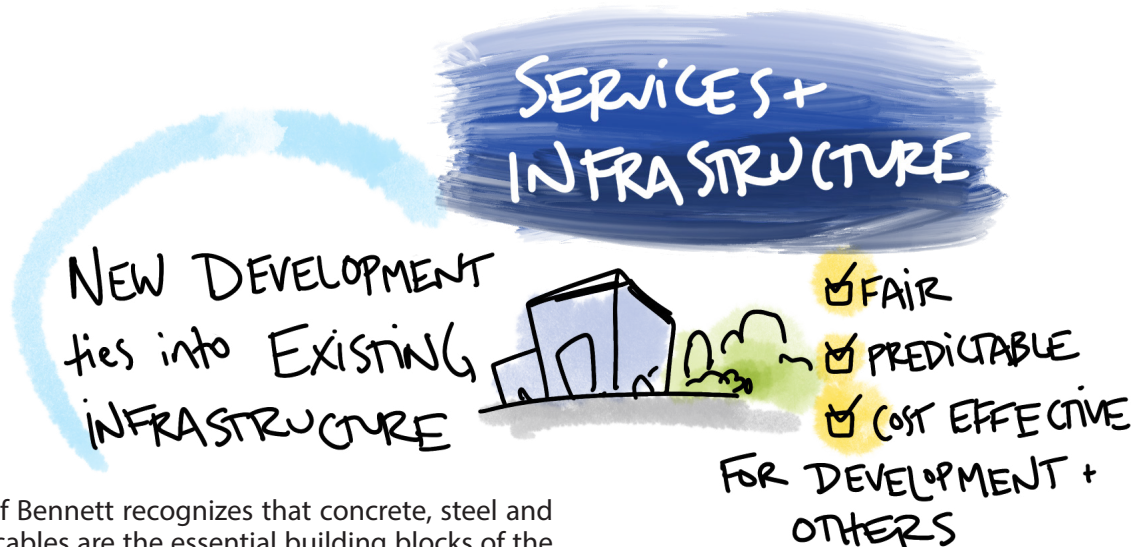


PREFERRED PLANNING PRINCIPLES MAP



Legend

	Area of Planning Interest		Colorado Air and Space Port		Freeway		Established Municipal Area		Employment Center
	Area of Planning Influence		Airport Influence Zone		State Highway		Developing Municipal Area		* Subject to Airport Influence Zone restrictions
	Town of Bennett		Airport Restriction Area #1		Union Pacific Railroad		Rural/ Rural Preservation		Neighborhood Center
	City of Aurora		Airport Restriction Area #2		Existing Interchange		Natural Resource Area		Proposed Arterial
	Aurora Strategic Area		55 DNL Noise Contour		Proposed Interchange				Proposed Regional Trail



The Town of Bennett recognizes that concrete, steel and fiber-optic cables are the essential building blocks of the economy. Infrastructure enables trade, powers businesses, connects workers to their jobs, creates opportunities for communities and sustains us from an unpredictable economy. From private investment in telecommunication systems, broadband networks, freight railroads, energy projects, and pipelines to the Town's responsibility of transportation, water, buildings, facilities, and parks, infrastructure is the backbone of a viable community and a healthy economy.

A primary focus of Bennett infrastructure is to plan, protect and construct sustainable and resilient infrastructure for current and future residents of Bennett. A thorough assessment of current assets and prospects for growth associated with a renewable water supply is a fundamental tenet of the 2019 Capital Asset Inventory Master Plan, otherwise referred to as CAIMP. In December 2019, the Town of Bennett Board of Trustees adopted a resolution approving the CAIMP as guiding principles for which infrastructure will be assessed, planned, designed, and constructed. CAIMP affirms Bennett's commitment to responsible planned development, resiliency, economic vitality and a program for public improvements to protect quality of life for its residents. CAIMP provides appointed and elected officials, landowners, project applicants, and other stakeholders with a broad policy tool for guiding decisions concerning capital infrastructure for current and future Town assets.

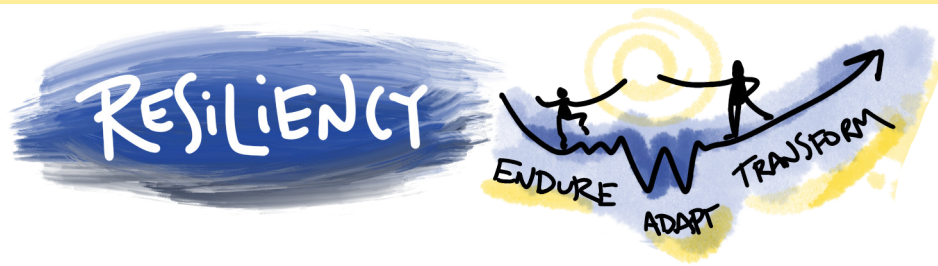
CAIMP was a targeted update of the Town's 2003 B.B.C. Research & Consulting Impact Fee Study, 2008 R.T.W. Water-Wastewater Master Plan and Rate Study, and the 2014 Impact Fee Update. The Town's senior staff, Terramax, Inc., Aqua Engineering, Jehn Water Consultants, Inc., Northline G.I.S., PureCycle, Kendrick Consulting, Inc., Norris Design, and SM Rocha, LLC. made up the consulting team responsible for the development of this robust master plan. Additionally, public forums were hosted to provide residential input and historical data.

Through previous assignments and communications with Bennett's stakeholders, this planning approach recognizes the Town's burgeoning Geographic Information System (GIS) vision and commitment. This new ESRI GIS program provides an avenue for more dynamic, flexible and useful living documents for master planning and capital improvements. While many master plans and capital improvement programs are destined to become obsolete quickly, GIS holds the potential to work directly against this factor, by remaining in regular and active use, reviewed and updated by Town staff and Town policy directives.



CAIMP underscored the need to "quantify the reasonable impacts of the proposed development." As Bennett considers new initiatives to complement the need for a diverse mix of land uses and services, the Town recognizes the desire from developers to diversify housing products and development phasing. Bennett took steps to assess impacts based on development types equivalent to a typical single-family resident living in Bennett. Impacts are now assessed through the Single-Family Equivalent (S.F.E.) method, which is proportionate to the size of the property, bedrooms of residential or restrooms of commercial to determine the estimated equivalence of impact of that proposed development.

Finally, to be successful, capital improvement planning must be an ongoing activity. The progress matrix within CAIMP provides an essential plan monitoring tool specific to services and infrastructure, that identifies timeframes for the accomplishment of catalyst actions in congruence with the Comprehensive Plan.



Natural, technological and human-caused hazards take a high toll on communities, but better managing disaster risks can reduce the costs of lives, livelihoods and quality of life. The Town recognizes that planning and implementing prioritized measures can strengthen resiliency, improve a community's ability to continue or restore vital services in a more timely way and build back better after damaging events. One of the primary objectives of this Plan update is to prepare the Town for future events, minimize risk and assure recovery if disasters occur.

The plan provides a practical and flexible approach to help Bennett improve resilience by setting priorities and allocating resources to manage risks for prevailing hazards. Early identification of the planning process, which includes working examples, will help to illustrate the elements of resiliency. Furthermore, the Town will gather resources to characterize the social and economic dimensions of the community, dependencies and cascading consequences, and building and infrastructure performance. Finally, the implementation of resiliency guides can assist integration of consistent resiliency goals into economic development, zoning, mitigation and planning activities that impact buildings, utilities and other infrastructure system needs.

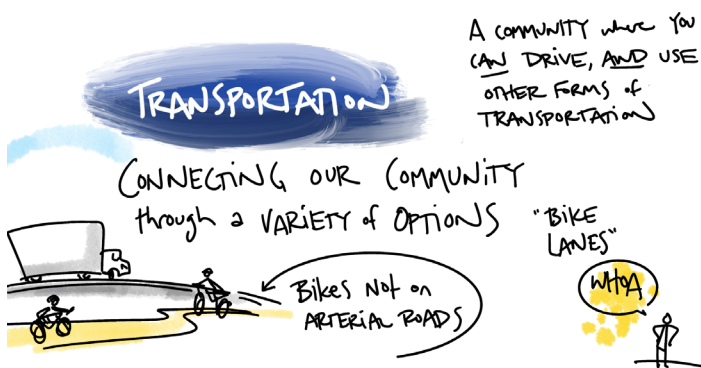
Achievable Goal: Create the next-step process to help the Town think through and plan for its social and economic needs, their particular hazard risks and recovery of the built environment.

Key Strategy: Setting performance goals for vital social functions—healthcare, education and public safety—and supporting buildings and infrastructure systems - transportation, energy, communications, and water and wastewater.

Catalyst Action: Create the action-oriented resiliency companion report to help the Town follow a guided and researched process, including providing a series of customizable templates and additional resources if a hazard occurs.

Policy Directive: The community's social and economic needs and functions should drive goal-setting for how the built environment performs and providing a comprehensive method to align community priorities and resources with resilience goals.





Bennett is one of the most accessible communities in the Denver area. The transportation network includes Interstate 70 (I-70), US Highway 36 (US 36), State Highway 79 (SH 79), as well as the Union Pacific Railroad. In addition, Bennett's proximity to Denver International Airport (DIA), the Colorado Air and Space Port, and E-470 Public Highway Authority creates transportation connections ideal for responsible development and economic vitality. Furthermore, the extensive network of trails weaving through our parks, neighborhoods, schools, community facilities, employment centers and activity districts provide the framework for a safe multi-modal transportation network.

The regional highway system's condition and functionality significantly impact the Town's existing and future roadway systems. The two primary access points off I-70 (I-70/Kiowa-Bennett Road and I-70/SH 79) currently provide convenient access to the community. The Town recognizes that as the community grows these main entry points will require significant improvements.

In 2015, the Town of Bennett passed a successful sales tax and bond measure for an additional 1% sales tax and completely reconstructed most of the streets in Bennett and made crucial repairs to the existing concrete streets. This sales tax does not sunset but will continue to be a primary funding source to make future improvements and repairs to our system.

Several studies addressing transportation needs inform this comprehensive plan, including the SH 79 PEL Study, the Access Control Plan, the Downtown Bennett Planning Study, the Grade Separation Preliminary Feasibility Study, the Adams County Transportation Plan and the Arapahoe County Transportation Plan.

Key recommendations reflected include:

- The realignment of SH 79 east of Bennett, which begins south of 38th Avenue and ends just north of I-70.
- Constructing new interchanges on I-70 at Quail Run Road, Harback Road and Yulle Road and improving the existing SH79 and Kiowa-Bennett Road interchanges.

A key next step is creating a Master Transportation Plan (MTP). The MTP will guide the Town's policy development, and the delivery of services, prioritize transportation projects, outline opportunities and generate a strategic action plan for the next ten years. In addition, the MTP will review and outline expansion opportunities for roadway, transit and other cutting-edge transportation opportunities, including a multi-modal transportation network of bike lanes and trails, and future public transit elements:

- Express bus service to the Denver metro area, as the majority of the Area of Planning Interest is currently located outside the existing Denver Regional Transportation District (RTD) boundary; and
- The initiation of a local bus circulator or trolley service that will give residents the ability to travel between neighborhood and employment centers.
- Potential transit improvements that extend beyond the 2040 planning horizon could include:
- Commuter rail service to RTD's planned East Corridor commuter rail line using either the existing Union Pacific rail line or new rail installed in the I-70 median; and
- A high speed rail station located at an I-70 interchange in the Area of Planning Influence, with service from Denver.

Achievable Goal: To provide a safe, efficient, and connected multi-modal transportation network.

Key Strategy: Improve vehicular access, traffic circulation and public safety at interstate highway interchanges accessing Bennett.

Catalyst Action: Completion of a master transportation plan for the Town of Bennett and incorporating the plan into the Town's GIS systems.

Policy Directive: The Town shall work with DRCOG, CDOT, RTD and other regional transportation entities to coordinate development of a multi-modal transportation system.





The Town's economic development strategy intends to strengthen and grow the Town's employment base, support existing and new retail business and foster redevelopment of our Downtown. The Comprehensive Plan supports a full range of business growth opportunities within the Town from inception to expansion to provide a healthy environment for business development. There is a unique opportunity with the amount of land available to both nurture existing businesses and accommodate new businesses. Identifying land uses and development that will complement the Town's rich service base is a key focus as the Town grows and attracts new businesses.

The Area of Planning Influence is part of the Colorado Air and Space Port industrial space submarket, which is projected to capture 77.6 percent of the new growth in industrial space and ultimately represent 32 percent of the total industrial space in the Denver metropolitan area. In addition, there are over 2,400 acres of open land available for development within the Area of Planning Interest. Thus, available land is one of Bennett's most significant assets for recruiting business and employment opportunities.

The Town commits to targeting new opportunities and expansion of existing businesses that diversify our economic base and continue to strengthen the fiscal health of our community while respecting our natural resources and our unique small-town feel. The Town of Bennett Economic Development Assistance (EDA) policy is intended to customize economic development assistance based upon the need of the project and meet long-term community goals by creating a vibrant, economically healthy community.

The concentration for development into employment centers is a key component of the recruitment strategy for the Town. These employment centers are proposed along the I-70 Corridor at major interchanges, parallel to the Union Pacific Railroad; and near E-470, SH 79 and 56th Avenue with excellent access to DIA and Colorado Air and Space Port. The employment centers are intended to accommodate commercial and industrial land uses, including large-scale warehousing, manufacturing, outdoor storage, distribution and trans-loading facilities. Other supporting uses could include hotels, restaurants, child care centers and small-scale retail.

As growth continues into the eastern I-70 Corridor region, Bennett finds ways to balance economic development with the community's desire to maintain its rural and agricultural character. Since 2013, the "Bennett Community Market" has been an agricultural attraction along the I-70 Corridor and partner of recent agritourism initiatives. The Bennett retail community has grown from one primary grocer to a diverse economic service base for the Eastern Corridor. The retail development efforts reflect Bennett's ongoing commitment to maintain its agricultural heritage, stimulate economic development and foster healthy lifestyle choices.

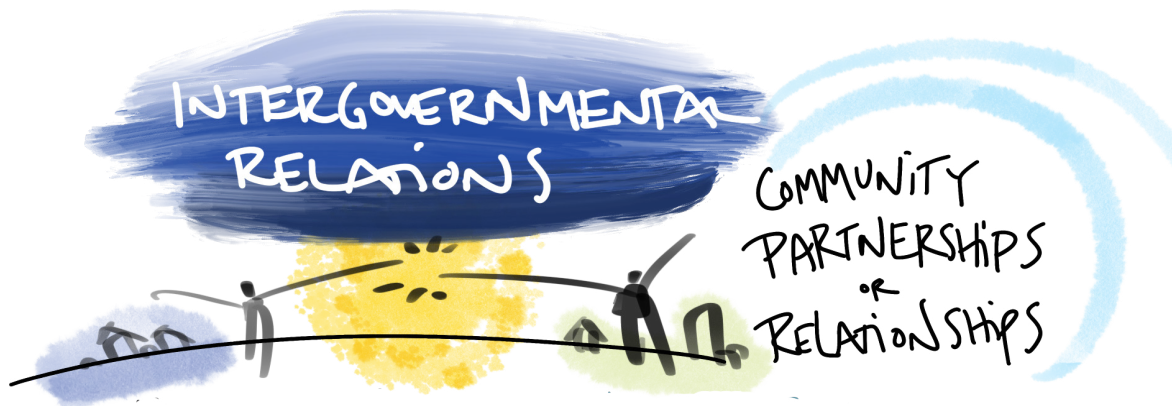
Achievable Goal: To enhance the sales tax and employment base of the Town by attracting and retaining commercial and industrial development.

Key Strategy: Identify and preserve land for Town Centre Concept and parallel Mainstreet.

Catalyst Action: Finalize and implement the next steps in the Strategic Economic Development Plan to determine advantages and priorities for attracting a variety of new commercial and industrial development into identified employment center locations that will meet the daily needs of area workers.

Policy Directive: The Town shall proactively annex and zone land for employment centers.





Both the Planning Influence Area and Area of Planning Interest for the 2021 Comprehensive Plan include areas of unincorporated Arapahoe and Adams Counties and the City of Aurora. These three jurisdictions, along with the Town of Bennett, the Bennett School Districts, the Bennett Fire Protection District, Anythink Library District, and the Bennett Recreation District, are major stakeholders in ensuring coordinated regional planning. The Town renewed local focus in this 2021 update, working to ensure all local special districts were included in the planning process as well as updating Intergovernmental Agreements with these entities to identify future expectations for growth and partnership.

Both Adams County and Arapahoe County updated long-range planning documents relative to the Bennett area including the Colorado Air and Space Port Subarea Plan and the Watkins-Bennett Area Vision Study. In addition, the City of Aurora completed a comprehensive plan update in 2009. While Bennett's influence planning area excludes the City of Aurora, there is a minimal direct impact on the desired annexation of these parcels. The overarching goal is to develop partnerships that encourage new growth into all adjacent areas that contemplate reduced impacts to the Town, County's and City and maximize access to services and existing infrastructure for residents and businesses. The Town is also interested in pursuing joint planning for the Colorado Air and Space Port in combination with the County's Subarea Plan.



During the development of the 2019 Capital Asset Inventory Master Plan, the Town initiated a process to coordinate its planning principles with major stakeholders. As a result, several important issues have been identified that could ultimately form the basis for one or more intergovernmental agreements, including:

- A governance structure for regional infrastructure improvements that include water, wastewater, transportation and open lands preservation;
- Revenue sharing from future commercial and industrial development;
- Joint development standards in anticipation of future annexation;
- Regulatory changes to the Space Port influence zone framework; and
- Common interest in urban growth area in Bennett.

Achievable Goal: To create a cooperative framework for regional land use planning in the eastern I-70 corridor.

Key Strategy: Promote the coordination of local and regional plans through active participation and leadership in the Colorado Air and Space Port and the updates to the Adams County and Arapahoe County comprehensive plans.

Catalyst Action: Renew or Create Intergovernmental Agreements (IGA's) as needed between/among local partners such as the Bennett/Watkins Fire Protection District, Bennett 27J School District, Bennett Parks and Recreation District, and the Anythink Library District.

Catalyst Action: Integrate additional county offices into Town facilities to foster the efficient provision of coordinated local government services for area residents.

Policy Directive: The Town shall work with DRCOG, the City of Aurora, Adams County and Arapahoe County on matters of inter-jurisdictional concern. Page 127

PREFERRED PLANNING PRINCIPLES

During the initial major revision to the Comprehensive Plan in 2011, the Town laid out a conceptual planning framework that is consistent with the Town's vision and guiding principles.

This 2021 update redefined the planning areas, shown in Figure 5 on page 9, and are as defined below:

1. The Area of Planning Interest, which includes the Town of Bennett and an unincorporated planning area within Adams and Arapahoe counties; and
2. The Area of Planning Influence, a potential growth area within the I-70 Corridor that may impact the Area of Planning Interest that includes the community of Watkins, Colorado Air and Space Port, and an undeveloped portion of northeast Aurora.

The Town's Planning Principles are categorized into four planning definitions:

Established Municipal Area

That portion of the existing incorporated Town of Bennett, which for the most part is a well developed and mature built environment with adequate services and infrastructure capability. This area also includes the Main Street- Downtown and Old Town areas proposed for redevelopment in the Town Centre Land Use Concept, as shown on page 19.

Developing Municipal Area

Areas where development is either contiguous to Established Municipal areas or where a stand-alone neighborhood or employment centers are contemplated. Developing Municipal areas are characterized by direct access to I-70 and proposed arterial roadways and transit, and the potential for targeted delivery of infrastructure and urban services.

Rural/ Rural Preservation

For the Area of Planning Interest, this area includes existing rural residential neighborhoods, large lot development, very low density cluster development and large agricultural land holdings that desire to remain rural or rural in character. The Open Lands element calls for a number of mechanisms to protect and/or preserve these areas.

Natural Resource Area

Areas that are the within designated one-hundred year flood plains. Natural Resource areas represent significant value to current and future residents in terms of open space, trail systems, passive recreation, flood control, water quality and water supply.

The assumptions derived from the 1999 comprehensive plan that shaped the preparation of the 2012 comprehensive plan and each subsequent plan update that remain relevant today are:

- Residential and commercial development is inevitable and will continue due to regional growth pressures, proximity to transportation infrastructure and availability of services;
- Adams County, Arapahoe County and the City of Aurora recognize Bennett's interest in development issues; and
- Distinction can be made between varying levels of development within Bennett's geographic area of interest.

The Town envisions a healthy, sustainable community where residents can live, work and play locally, setting Bennett and its proximity to the I-70 corridor apart from a conventional development pattern and being unique for the needs of current and future residents. Key elements of the Plan include:

- Future land development is concentrated in mixed use, master-planned neighborhood and employment centers wrapped with agricultural lands and very low density rural development;
- The open land between neighborhood and employment centers becomes a valuable community asset, with a regional trail system along riparian corridors providing important recreational and environmental linkages;
- Access, mobility and circulation are improved as development occurs, with future transit providing service between neighborhood and employment centers while additional options are explored;
- An efficient service and infrastructure delivery system limits capital and operating costs, easing the fiscal burden of existing and future residents;
- Intergovernmental Agreements (IGA's) between/ among Arapahoe County, Adams County, Aurora, to address coordination of land use issues, public financing districts, joint development standards, capital investment policies, and potential for revenue sharing; and
- Intergovernmental Agreements (IGA's) as needed between/among local partners such as the Bennett/ Watkins Fire Protection District, Bennett 27J School District, Bennett Parks and Recreation District, and the Anythink Library District.

The 2021 update will continue to reference guiding principles outlined in the 2010 Downtown Planning Study. This study is still a viable opportunity for the Town to analyze and explore future possibilities for infill development and redevelopment of Bennett north of I-70. The Town Centre Land Use Concept Plan (Figure 7) calls for increased residential density near the historic center of the Town, allowing for diverse housing opportunities that will appeal to both young adults and the increasing retirement age population. Lower density residential opportunities are reserved for the outlying edges of the Town Centre. Employment center, light industrial and commercial uses are focused along the SH 79 and SH 36 highway corridors. The Town Centre land use categories are defined as:

Main Street – Downtown

The Main Street - Downtown focuses attention on a pedestrian-oriented environment where accessibility and visibility are key. Retail is anticipated on a smaller scale with the buildings on the street creating energy and vitality through art, food, music, and entertainment. Residential uses may include single family attached and small multi-family, live/work units, and vertical mixed use with ground floor retail. See the Downtown Conceptual Plan in Figure 6, below.

Old Town

Old Town is the historic commercial center of Bennett. This area is bisected by the railway line where transportation continues to allow easy access to farming goods and services. This historic core continues to be a vital area for affordable and accessible commercial properties. Expanding upon the Main Street - Downtown theme, street improvements are envisioned where sidewalks, street trees, lighting, and parking all create an urban spine that revitalizes this important commercial center.

Commercial Mixed Use Corridor

These areas are adjacent to the realignment of SH 79 and SH 36 (E. Colfax Avenue) serving a high volume of vehicular traffic on a regional route including semi-tractor trailers. Residential is secondary and needs to be compatible with the commercial uses along this corridor.

Mixed Residential

Mixed Residential neighborhoods will contain a variety of housing types and densities, combined with non-residential secondary land uses that are complementary and supportive. These areas should meet a wide variety of every-day living needs, encourage walking to gathering places and services, and integrate into the larger community. Other supporting land uses, such as parks and recreation areas, religious institutions, and schools may be included in Mixed Residential areas.

Low Residential

Low density residential uses are typically less than 5 dwelling units per acre and comprised of single-family detached housing. Low Residential areas are intended to provide housing to accommodate a wide range of price ranges, from affordable single-family starter homes to custom home neighborhoods managed by homeowner associations.

Freeway Commercial

Freeway commercial land uses accommodate larger scale retail uses and cater to a regional population traveling along the I-70 and SH 79 corridors. As the principal gateway to Bennett, this area needs to provide continuity between the larger scale regional development and the smaller scale commercial and residential areas of Bennett progressing from I-70 along SH79 into Main Street.

Light Industrial

The Light Industrial area on the northern edge of the town core allows of a wide variety of industrial land uses that contribute to the employment base. The light industrial centers should integrate buildings, outdoor spaces, and transportation facilities, with minimal levels of dust, fumes, odors, refuse, smoke, vapor, noise, lights, and vibrations.

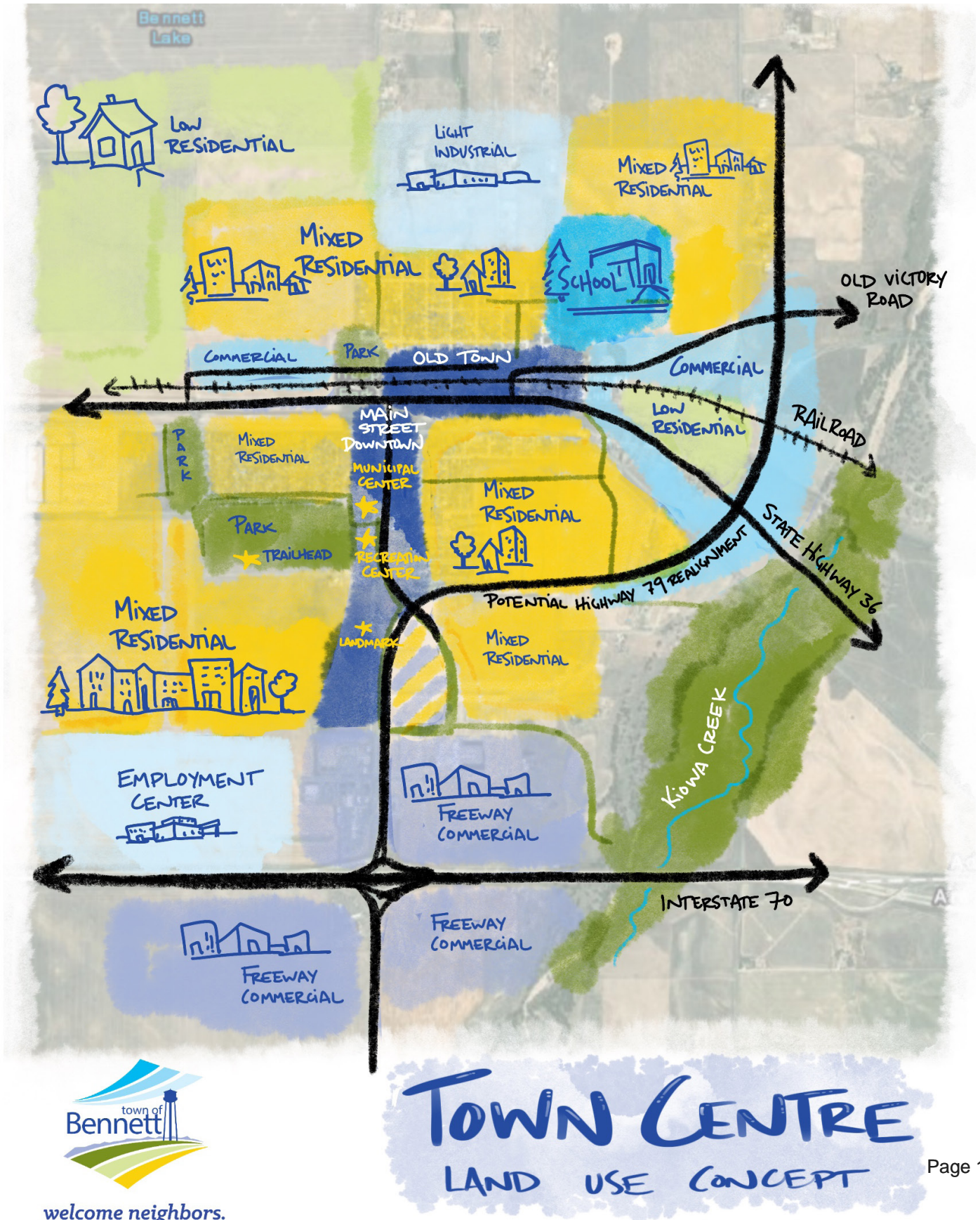
Employment Center

The Employment Center proposed near the I-70/SH79 interchange is intended to serve as a location for non-residential commercial and industrial uses in a campus-style, business park configuration. See page 15 for additional details on employment centers.

Figure 6: Downtown Conceptual Plan



Figure 7: Town Centre Land Use Concept Plan



PLAN MONITORING

To be successful, planning must be an ongoing activity. Plan monitoring involves establishing accountability tools for tracking progress over time. The progress matrix (below) is a basic plan monitoring tool that identifies timeframes for the accomplishment of catalyst actions: short-term (annual to three years), midterm (three to five years), and long-term (five years and beyond).

Plan monitoring is a dynamic process. Key strategies, catalyst actions, and policy directives should be reviewed on an annual basis and refined with changing circumstances. As data become available, indicators or other specific measures that monitor the accomplishment of achievable goals should be established for each plan theme. Finally, the entire plan document should be considered for public review and updated five years from its adoption.

Progress Matrix

Catalyst Action	Completion Timeframe	% Complete
Update on an annual basis the Town's Three Mile Area Plan that serves to support Colorado statutory provision C.R.S. § 31-12-105, which requires that a municipality have a plan in place prior to the annexation of any land.	Short-term	___%
Completion of a master transportation plan for the Town of Bennett and incorporating the plan into the Town's GIS systems.	Short-term	___%
Renew or Create Intergovernmental Agreements (IGA's) as needed between/among local partners such as the Bennett/Watkins Fire Protection District, Bennett 27J School District, Bennett Parks and Recreation District, and the Anythink Library District.	Short-term	___%
Integrate additional county offices into Town facilities to foster the efficient provision of coordinated local government services for area residents.	Mid-term	___%
Update design guidelines and transition the Town's existing PD's and outdated zoning districts into one of the new zoning districts.	Mid-term	___%
Finalize and implement the next steps in the Strategic Economic Development Plan to determine advantages and priorities for attracting a variety of new commercial and industrial development into identified employment center locations.	Mid-term	___%
Conduct an assessment of local and regional plans adopted by the Town, Adams and Arapahoe County and other regional governing bodies to link trail systems and open space.	Long-term	___%
Create the action-oriented resiliency companion report to help the Town follow a guided and researched process, including providing a series of customizable templates and additional resources if a hazard occurs.	Long-term	___%
Work with Arapahoe County's Open Space Master Planning efforts to redefine their North Open Space parcel and identify the trail linkage program for connectivity with the Town's trail system.	Long-term	___%

Acknowledgements

Bennett Board of Trustees (2021)

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Denise Smith, Trustee
Donna Sus, Trustee
Larry Vittum, Trustee
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Rachel Summers, Deputy Town Administrator
Steve Hebert, Planning & Economic Dev. Manager
Daniel P. Giroux, P.E., Terramax, Inc.
Gina Burke, Jehn Water Consultants, Inc.

Regional Planning Partners

Dave Ruppel, Colorado Air and Space Port
Bob Lewan, Colorado Air and Space Port
Jan Yeckes, Arapahoe County
Loretta Daniel, Arapahoe County
Jen Rutter, Adams County
Jenni Grafton, Adams County

Illustrations by Karina Branson of ConverSketch

Special thanks to the **Department of Local Affairs** for their generous funding of the project, and to the citizens who participated in the public workshops.

RESOLUTION NO. 888-21

A RESOLUTION APPROVING THE 2021 TOWN OF BENNETT COMPREHENSIVE PLAN

WHEREAS, pursuant to C.R.S. 31-23-206, the Bennett Planning and Zoning Commission (the “Commission”) has prepared the 2021 Town of Bennett Comprehensive Plan; and

WHEREAS, on September 20, 2021, the Commission held a properly noticed public hearing on the proposed 2021 Town of Bennett Comprehensive Plan, at which interested persons presented testimony to the Commission and at which certain documents were made a part of the record; and

WHEREAS, based upon testimony and documents presented at such public hearing, the Commission thereafter by Resolution No. 2021-10 adopted the 2021 Town of Bennett Comprehensive Plan, subject to certain conditions; and

WHEREAS, the Board of Trustees desires to approve the 2021 Town of Bennett Comprehensive Plan, subject to the conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the 2021 Town of Bennett Comprehensive Plan, subject to the conditions set forth on Exhibit A attached hereto and incorporated herein by reference.

Section 2. The 2021 Town of Bennett Comprehensive Plan as adopted hereby expressly includes maps and other matter, intended by the Planning and Zoning Commission, to form the whole of the Town of Bennett Comprehensive Plan, all of which materials are contained within the plan document itself, and which are hereby declared to be a part of the Plan.

Section 3. A copy of this Resolution shall be maintained in the official records of the Town and need not be attached to each copy of the Town of Bennett Comprehensive Plan.

Section 4. An attested copy of the Town of Bennett Comprehensive Plan shall be certified to the Adams County Board of County Commissioners, the Arapahoe County Board of County Commissioners, and any other governmental body of the territory affected and shall be filed with the Adams and Arapahoe County Clerks and Recorders pursuant to Section 31-23-208, C.R.S.

Section 5. This Resolution shall be effective upon adoption.

INTRODUCED, READ, AND RESOLVED THIS 12th DAY OF OCTOBER, 2021.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

EXHIBIT A
2021 Bennett, Colorado Comprehensive Plan
Conditions of Adoption

1. Any outstanding editorial or stylistic revisions shall be made to the Comprehensive Plan document.
2. Add the following sentence to the “Community Health” section of the Comprehensive Plan document: “This section is intended to address the requirement that a master plan include a recreational and tourism uses element pursuant to C.R.S. § 31-23-207(5).”

Suggested Motion

I move to approve Resolution No. 888-21 - A resolution approving the 2021 Town of Bennett Comprehensive Plan.